

52-0713  
632s  
1908



THE UNIVERSITY  
OF ILLINOIS

LIBRARY  
352.0713  
T632s  
1908

ne









# ADDITIONAL STATUTES

LIBRARY  
OF THE  
UNIVERSITY OF ILLINOIS  
SPECIALLY RELATING TO THE

# CITY OF TORONTO

PASSED SINCE 1894

(INCLUDING SOME PREVIOUSLY OMITTED)

---

COMPILED BY THE CITY SOLICITOR

---

BY ORDER OF

THE CITY COUNCIL



JOSÉPH OLIVER, ESQUIRE,  
*Mayor.*

TORONTO :  
THE CARSWELL COMPANY, LIMITED  
1908.



352.0713  
T632 p  
1908

# ADDITIONAL STATUTES

AND

## PROCLAMATIONS

SPECIALLY RELATING TO

### THE CITY OF TORONTO.

---

#### SUMMERHILL AVENUE ANNEXATION.

[*Ontario Gazette, October 3rd, 1903.*]

[L.S.] W. MORTIMER CLARK.

---

CANADA.

PROVINCE OF ONTARIO.

Edward the Seventh, by the Grace of God, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

To all to whom these presents shall come, or whom the same may concern—Greeting:—

#### PROCLAMATION.

J. M. GIBSON, { WHEREAS it has been made to appear Attorney-General, { to the Lieutenant-Governor of Our Province of Ontario in Council that two-thirds of the members of the Municipal Council of the Corporation of the City of Toronto, in the County of York, did, in Council, before the 15th day of July, 1903, and in pursuance of the provisions in that behalf of *The Municipal Act*, pass a resolution affirming the desirability of adding to the said City of Toronto certain portions of the adjoining Township of York in the said County of York:

And whereas the said Municipal Council has prayed that a proclamation be issued to give effect to the said resolution;

And whereas our said Lieutenant-Governor in Council deems it expedient to grant the said prayer;

Now know ye that, having taken the premises into our royal consideration, we, by and with the advice of the Executive Council of our Province of Ontario, and in the exercise of the power in us vested in this behalf by the said in part recited Act, or otherwise howsoever, do, by this our Royal Proclamation, hereby add to the said City of Toronto, under the terms and conditions as to taxation, hereinafter mentioned, the following territory, that is to say: All and singular that certain parcel and tract of land situate in the Township of York in the County of York, adjacent to the said City of Toronto, consisting of parts of lots numbers 18, 19, 20, 21, 22 and 23 on the north side of Summerhill Avenue, formerly Thompson Street, according to plan number 277, being a sub-division of lot number seventeen, concession two from the Bay in the Township and County of York, described as follows: Commencing on the west limit of said lot number eighteen, being also the east limit of the City of Toronto at this place, at a point distant 130 feet measured northerly thereon from the north limit of Summerhill Avenue; thence easterly parallel with that limit 959 feet 10 inches to the east limit of that part of said lot number 23 heretofore purchased by the City of Toronto for an entrance to the Reservoir Park; thence southerly along that limit 163 feet to the centre line of Summerhill Avenue, being at this place the north limit of the City of Toronto; thence westerly along that limit to the production southerly of the said west limit of lot number eighteen; thence northerly along that production and along the west limit of lot number eighteen, 163 feet to the place of beginning.

And we ordain and declare also that the south-westerly boundary of the said City of Toronto be extended and defined by a line drawn from the lighthouse on the Island to a point on the easterly boundary of the channel of the River Humber south of the new road bridge distant 1,000 feet measured southerly from the southerly face of the eastern abutment of the said bridge, and that all the area included within the said boundary and the present south and south-westerly limits of the said City of Toronto be and the same is hereby added to the said City of Toronto.

And we hereby add the said lots mentioned as situated on Summerhill Avenue, together with the north half of said avenue as above described to Ward number two, of the said City of Toronto, and all the area added on the south and

south-westerly boundary as above described lying in front of Ward number five and east of the centre line of Atlantic Avenue produced southerly to said Ward number five, of the said City of Toronto, and all the area west of the centre line of Atlantic Avenue produced southerly to said Ward number six, of the said City of Toronto.

And we ordain and declare that the said territory shall be and is hereby added to the said City of Toronto under and subject to the following terms and conditions, that is to say: That with respect as to the additions hereby made to Ward number two:

(1) The taxes rated and imposed for the year 1903 upon lands included in the territories hereby annexed shall be collected by and belong to the Township of York, and all right to collect the same, including distress for non-payment, or if necessary, the sale of the said lands, or any of them, shall remain in the said township as though this proclamation had not issued.

(2) The said City of Toronto may at any time hereafter and prior to the preparation of the estimates for the year 1904, assess the lands included in the territories hereby annexed for the year 1904, and the owners and occupiers shall be notified of such assessment as required by *The Assessment Act*, and shall have the same right to appeal to the Court of Revision and County Judge as is provided therein, and the assessment so fixed shall be the one upon which the taxes for 1904 upon such lands shall be rated and imposed.

And we further ordain and declare that the said addition of territory to the said City of Toronto shall take effect on and from the tenth day of October now next.

Of all which premises, all our loving subjects and all others whom it doth or may in any wise concern, are hereby required to take notice and govern themselves accordingly.

In testimony whereof, we have caused these our letters to be made patent, and the Great Seal of our Province of Ontario to be hereunto affixed: Witness, his Honour William Mortimer Clark, &c., &c., &c., Lieutenant-Governor of our Province of Ontario, at our Government House, in our City of Toronto, in our said Province, this second day of October, in the year of our Lord one thousand, nine hundred and three, and in the third year of our reign.

By Command,

J. R. STRATTON,  
*Provincial Secretary.*

## NORTH ROSEDALE ANNEXATION.

[*Ontario Gazette, November 18th, 1905.*]

[L.S.] WM. MORTIMER CLARK.

---

CANADA.

PROVINCE OF ONTARIO.

Edward the Seventh, by the Grace of God, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

To all to whom these presents shall come, or whom the same may concern—Greeting:—

### PROCLAMATION.

J. J. Foy, } WHEREAS it has been made to appear  
Attorney-General, } to the Lieutenant-Governor of Our Province of Ontario in Council that certain of the ratepayers of the territory hereinafter more particularly described and hereby added to the City of Toronto, in the County of York, have petitioned, in pursuance of the provisions in that behalf of *The Municipal Amendment Act, 1905*, for the addition to the said City of Toronto of certain portions of the adjoining Township of York, in the said County of York hereinafter described;

And whereas the said ratepayers have prayed that a proclamation be issued to make the said addition;

And whereas Our said Lieutenant-Governor in Council deems it expedient to grant the said prayer;

Now know ye that, having taken the premises into Our Royal consideration, we, by and with the advice of the Executive Council of Our Province of Ontario, and in the exercise of the power in us vested in this behalf by the said in part recited Act, or otherwise howsoever, do, by this Our Royal Proclamation, hereby add to the said City of Toronto, the following lands and premises, namely:

All and singular that certain portion of the Township of York bounded as follows: On the west and south by portions of the present easterly and northerly boundary of the City of Toronto; on the east by that portion of the westerly limit of the right of way of the Belt Line Railway Company lying

between the present north city limit and the northerly limit of the herein described lands, and on the north by the following described line: Commencing on the westerly limit of the right of way of the Belt Line Railway Company aforesaid, at the intersection of the southerly limit of the right of way of the Canadian Pacific Railway; thence westerly along the said limit of the right of way of the Canadian Pacific Railway to a point thereon distant one hundred and thirty feet measured easterly from and at right angles to the easterly limit of Summerhill Avenue; thence north-westerly and westerly keeping always at a distance of one hundred and thirty feet measured at right angles to said limit of Summerhill Avenue to the north-westerly angle of the lands added to the City of Toronto by proclamation dated the 2nd day of October, 1904.

And we further ordain and declare that the said addition of territory to the said City of Toronto be made upon the following terms and conditions, that is to say:

1. That for a period of twelve years from the first day of January, 1906, the rate of general taxation of the lands and the lands and buildings in the territory so added, save and except the property of M. B. Jackson, known as "Drums-nab," shall be less by four mills on the dollar than the general rate of taxation of other lands and lands and buildings in the said City of Toronto;
2. That the taxes and rates imposed for the year 1905 or any prior year upon any of the lands included in the territory hereby annexed which have not yet been collected shall be collected by and belong to the Township of York, and all right to collect the same, including distress for non-payment, or, if necessary, the sale of the said lands, or any of them, shall remain in the said Township as though this proclamation had not issued;
3. The said City of Toronto may at any time hereafter and prior to the passing of a By-law striking the rate of taxation for the year 1906, assess the lands included in the territory hereby annexed for the year 1906 as though the same had been made in the year 1905, and the assessment so made shall be the assessment on which the taxes in the said district for 1906 shall be collected.
4. That notwithstanding the provisions of section 56 of *The Municipal Act*, the assessment of the lands of The Toronto Lacrosse and Athletic Association, Limited, provided for by By-law No. 1401 of the Municipal Corporation of the Township of York, as confirmed by 56 Victoria, chapter 87, shall stand as provided by said By-law.

5. That the said land so annexed be attached to Ward No. Two of the said City of Toronto.

6. That the said proclamation shall take effect from and after the first day of January, 1906.

Of all which premises, all Our loving subjects and all others whom it doth or may in any wise concern, are hereby required to take notice and govern themselves accordingly.

In testimony whereof, we have caused these our letters to be made patent, and the Great Seal of Our Province of Ontario to be hereunto affixed; Witness His Honour William Mortimer Clark, etc., etc., Lieutenant-Governor of Our Province of Ontario, at Our Government House, in Our City of Toronto, in Our said Province, this fifteenth day of November, in the year of Our Lord one thousand nine hundred and five, and in the fifth year of Our Reign.

By Command,

W. J. HANNA,  
*Provincial Secretary.*

#### **"BALDWIN ESTATE" ANNEXATION. (No. 1.)**

#### **THE ONTARIO RAILWAY AND MUNICIPAL BOARD.**

[*Monday, the 10th day of December, A.D. 1906.]*

Before

James Leitch, Esq., K.C., Chairman.

A. B. Ingram, Esq., Vice-Chairman, and

H. N. Kittson, Esq., Member.

In the matter of the application of Margaret Fry Baldwin and Henry St. George Baldwin, executors and trustees of the will of William Augustus Baldwin, Esq., late of Mashquoteh, deceased, and others, for the annexation to the City of Toronto of certain lands in the Township of York.

UPON the application of the above named applicants and upon reading the resolution of the Council of the Municipal Corporation of the City of Toronto, passed on the 26th day of November, A.D. 1906, the petition of the said applicants, the affidavit of John T. Small, solicitor for

the applicants and copy of plan 1324 (County of York) filed, and upon hearing what was alleged on behalf of the applicants.

The Board orders and proclaims that the lands and premises in the Township of York mentioned and described in the said petition being:

(1) The lands, lots, blocks, highways, roads and streets in the said Township of York shewn on plan number 1324, registered in the Registry Office for the County of York; (2) all that part of parcel number two on plan 315 registered in the Registry Office for the County of York lying south and west of Russell Hill Road, as shewn on said plan 1324, which may be described as follows:

Commencing at a point where the southerly boundary of lot 60, on said plan 1324, intersects the westerly limit of Russell Hill Road; thence southerly and easterly following the line of Russell Hill Road to its intersection with a fence forming the southerly boundary of said parcel two; thence south eighty-four degrees thirty-two minutes west along said fence, two hundred and forty-three feet six inches; thence north eighty-one degrees forty minutes west along a fence line seven hundred and forty-six feet to the fence forming the westerly boundary of the Baldwin Estate; thence north eleven degrees forty-six minutes west following the said last mentioned fence to the intersection of the production westerly of the southerly limit of lot 60 aforesaid with said fence; thence north seventy-four degrees eleven minutes east along said production, and along said boundary of lot 60, in all one hundred and fifty-nine feet, more or less, to the point of commencement;

Be and the same are hereby annexed to the City of Toronto, such annexation to take effect on the first day of January, A.D. 1907, upon and subject to the following terms and conditions, namely:

“1. There shall be no special terms as to taxation, assessment or improvements, except as hereinafter mentioned.

“2. The said addition or annexation shall take effect on the 1st day of January, 1907.

“3. The lands annexed shall be added to Ward No. 4 of the City of Toronto.

“4. The taxes and rates imposed for the year 1906, or any prior year, upon any of the said lands which have not yet been collected, shall be collected by and belong to the Township of York.

“5. The said City of Toronto may at any time prior to the passing of a By-law striking the rate for the year 1907,

assess (subject to the rights of appeal provided by the Assessment Act) the lands included in the said territory, and the owners and occupants thereof, for the year 1907, as though the said assessment had been made in the year 1906, and the assessment so made shall be the assessment on which the taxes in the said territory for 1907 shall be collected.

“ JAMES LEITCH,

[s] “Chairman of the Ontario Railway and Municipal Board.”

---

An Act respecting the Toronto and Scarboro' Electric Railway Light and Power Company (Limited).

[Assented to 27th May, 1893.]

Preamble.

WHEREAS a petition has been presented by The Toronto and Scarboro' Electric Railway Light and Power Company (Limited), praying that an Act may be passed confirming four certain municipal by-laws and four certain indentures mentioned in Schedule “A” to this Act, and also granting certain additional powers to the said company; and whereas it is expedient to grant the prayer of the said petition.

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

By-laws and agreements confirmed.

1. The several by-laws and agreements mentioned in the Schedule “A” to this Act are hereby ratified and confirmed and declared to be within the powers of the parties thereto, and to be valid and binding for all purposes whatsoever; provided always, that as to so much of the Kingston Road as lies and is situate within the present limits of the City of Toronto, the said by-law of the County of York, and the said agreement between the corporation of the said county and the Company, are ratified and confirmed and declared to be binding as aforesaid, only so far as to give to the Company all rights and powers which the county possessed and purported to give over the said portion of said road.

Power to extend time for beginning or completing work.

2. The councils of the municipalities named in said Schedule “A,” may from time to time by resolution extend the time or times for beginning or completing the line or lines of the street railway of the said company, and of the works connected with the undertaking or any portion or

portions of either of the same named "in any of the by-laws or agreements referred to in Schedule "A," aforesaid; provided that no such extension shall be for a longer period than one year; and provided also that any such extension shall have effect and operate only with respect to such of said by-laws and agreements as have been made or entered into by or on behalf of the municipality whose council grants or gives the extension.

8. The said Company shall also have power to acquire and hold any lands or premises or any estate or interest therein for park or pleasure grounds and for no other purpose, within the limits of the township of York, the village of East Toronto or the township of Scarboro'; and the said Company is authorized to improve and lay out such lands or premises for parks and places of public resort, and to mortgage or lease the said lands or premises or any portion thereof as they may think expedient, and to sell from time to time such portions of such lands as they may deem unnecessary for the said purposes; provided always that the lands to be held as aforesaid, shall not exceed three hundred acres in all, and shall not exceed one hundred acres in any one municipality, and it is hereby declared that the lands or premises, estate or interest therein which may be acquired by the Company under the provisions of this section shall not be property which the municipalities or any of them shall be bound to acquire, if the real and personal property of the company is taken over as provided in any of the agreements in Schedule "A," hereto aforesaid; provided moreover, that the Company shall not under this clause have power to acquire any lands after the lapse of seven years from the passing of this Act; and provided also that nothing in this section contained shall be deemed to enable the Company to carry on the general business of a land company; and provided likewise, that the Company shall not have power to acquire or hold any such lands or premises or any estate or interest therein, within any municipality, unless the council of such municipality has by by-law consented to and authorized the same.

9. Whenever it shall be necessary for the purpose of securing sufficient lands for stations or gravel pits, or for constructing, maintaining, and using the said street railway, and in case by purchasing the whole of any lot or parcel of land over which the street railway is to run, the Company can obtain the same at a more reasonable price or to greater advantage than by purchasing the street railway line only, the Company may purchase, hold, use and enjoy such lands and also the right of way thereto, if the same be separate

*Acquiring  
land for  
parks.*

*Acquiring  
land for  
stations,  
gravel pits,  
etc.*

from their street railway, and may sell or convey the same or any part thereof, from time to time, as they may deem expedient.

Telegraph and  
telephone  
lines.

Rev. Stat.,  
c. 158.

Agreements  
with other  
companies for  
leasing or  
hiring rolling  
stock.

Agreement  
with electric  
light com-  
panies.

**10.** The said Company may also construct telegraph and telephone lines in connection with their street railway and for the purpose of constructing, working and protecting the said telegraph and telephone lines; the powers conferred upon telegraph companies by *The Act Respecting Telegraph Companies*, being chapter 158 of the Revised Statutes of Ontario, 1887, are hereby conferred upon the said company; provided that the said telegraph and telephone lines shall be used exclusively for the purposes of the business of the said Company.

**11.** It shall be lawful for the directors of the Company to enter into any agreement or agreements with any other street railway company or street railway companies (if lawfully authorized to enter into such agreements), or with any person for leasing, hiring or using any electric motors, carriages or cars from such company or person, for such time or times, and on such terms as may be agreed upon; and also to enter into agreements with any street railway company or street railway companies, if so lawfully authorized, for the use by one or more of such contracting companies of the electric motors, carriages or cars of the other or others of them, on such terms as to compensation or otherwise, as may be agreed upon.

**12.** The said Company shall have power to enter into any agreement or agreements with any other company or companies for the purchase, leasing or hiring of power to run their electric motors, carriages or cars, or for lighting or heating the same, or for any other purpose for which electricity may be required by the said Company.

**17.** Subject to the terms, conditions and provisions of the said by-laws and agreements referred to in said Schedule "A," the said Company shall have power to agree for connections and making running arrangements with the Toronto Railway Company upon terms to be approved of by two-thirds in value of the shareholders of the first above mentioned Company at a special general meeting to be called for the purpose of considering the same; provided, always, that nothing in this Act contained shall be held or construed as giving to or conferring upon The Toronto Railway Company any right, power or authority whatsoever, and that all rights, powers, privileges and authorities of the said The Toronto Railway Company shall to all intents and for all purposes be and remain as if this Act had not been passed.

## SCHEDULE "A."

## (Section 1.)

1. By-law No. 636, of the Municipal Council of the Corporation of the County of York.
2. By-law No. 1,377, of the Municipal Council of the Corporation of the Township of York.
3. By-law No. 139, of the Municipal Council of the Corporation of the Village of East Toronto.
4. By-law No. 539, of the Municipal Council of the Corporation of the Township of Scarborough.
5. This indenture made in duplicate the sixteenth day of November, in the year of our Lord one thousand eight hundred and ninety-two, between the Corporation of the County of York, hereinafter called "the Municipality" of the first part, and the Toronto and Scarboro' Electric Railway, Light and Power Company (Limited) hereinafter called "the Company" of the second part.

Whereas certain persons were by letters patent under the great seal of the Province of Ontario, bearing date the eighteenth day of August, 1892, incorporated as a body, corporate and politic, for the purposes therein mentioned, by the name of the Toronto and Scarboro' Electric Railway, Light and Power Company (Limited); and

Whereas the Company in and by the said letters patent was among other things, empowered to construct, maintain, complete and operate and from time to time remove and change as required, a double or single iron railway with the necessary side-tracks and turnouts for the passage of cars, carriages and other vehicles adapted to the same, upon and along the Kingston road within the Municipality of the County of York, as the council of the said Municipality may by by-law authorize, and to take, transport and carry passengers and freight upon the same, and to construct and maintain all necessary works, buildings, appliances, and conveniences connected therewith, under and subject to any agreement or agreements thereafter to be made between the said company and the said Municipality relating to the construction and maintenance of the said railway and to other matters connected therewith, pursuant to the provisions of *The Street Railway Act*, being chapter 171 of the Revised Statutes of Ontario, 1887; and

Whereas the said Company, in and by the said letters patent, was, among other things, further empowered to construct, maintain, complete and operate works for the production, sale and distribution of electricity for purposes of

light, heat and power, and to conduct the same by any means through, under and along the Kingston Road within the said Municipality, subject to such agreement in respect thereof as shall be made between the said Company and the said Municipality, pursuant to the provisions of *The Act respecting Companies for Steam and Heating or for supplying Electricity for Light, Heat or Power*, being chapter 165 of the Revised Statutes of Ontario, 1887, and

Whereas in and by the said letters patent and pursuant to the provisions of the said Acts and of *The Municipal Act*, the Council of the said Municipality is authorized to pass by-laws and to make and enter into any agreements or covenants relating to the construction and maintenance of railways or tramways, and to the production, sale and distribution of electricity over, upon and along the said Kingston Road within the said Municipality, on such terms and conditions as may be necessary for the safety and convenience of the public, and

Whereas the said Company has petitioned the Council of the said Municipality to sanction the construction and operation by the said Company of an electric railway or tramway and the necessary works for the production, sale and distribution of electricity over, along and upon the said Kingston Road within the said Municipality, and has asked that certain other privileges and immunities should be granted to the said Company, its successors and assigns, and

Whereas the said Company has proposed to construct and operate such electric railway and the said works for the production, sale and distribution of electricity over, along and upon the said Kingston Road within the said Municipality, and is desirous of obtaining the necessary permission so to do, and

Whereas the parties hereto of the first part being the Corporation of the County of York, are willing to grant such permission upon the terms and conditions hereinafter set forth and to enter into an agreement with the said Company such as is hereinafter contained.

Now this indenture witnesseth that the said Municipality and the said Company in pursuance of all the powers in that behalf enabling them so to do, have covenanted and agreed, and by these presents do for themselves, their successors and assigns, covenant and agree each with the other of them as follows:—

1. That the said Company, its successors and assigns, be permitted without let or hindrance from the said Municipality, its successors or assigns, to construct, maintain, complete and operate and from time to time remove, change

and repair as required, an iron or steel single railway track with the necessary side-tracks, switches and turnouts for the passage of cars, carriages and other vehicles adapted to the same, over, along and upon the Kingston Road from its westerly termination at the north limit of Queen Street in the City of Toronto, or so far westerly on the said Kingston Road as this Municipality can grant such rights and privileges, easterly along the said Kingston Road to the easterly limit of this Municipality.

2. That the said Company, its successors and assigns, shall have the right and privilege, but not the exclusive right or privilege, so far as the said Municipality can legally grant the same, to construct, maintain, complete and operate works for the sale and distribution of electricity for purposes of light, heat and power, and to conduct the same as herein-after provided, through, under and along the portion of the Kingston Road aforesaid, subject always to the terms and conditions of this agreement.

3. That the said railway or tramway and the said works for the distribution of electricity, and all works, plant and appliances connected therewith, shall be of approved material and construction, and shall be made and constructed in a substantial manner, according to the best modern practice and to the satisfaction of the said Municipality, and the same shall be worked and carried on under such regulations as may be considered necessary by the said Municipality for the protection of the inhabitants of the said Municipality and of the public generally.

4. The roadway, track and rails of the said railway or tramway shall be located and constructed on and along such portion or portions of the said Kingston Road as shall be determined by the said Municipality before the construction of the said railway or tramway shall be commenced.

5. All the space between the rails of the said railway and the roadway to a distance of eighteen inches on both sides thereof, shall be kept in a good state of repair and planked where directed by the said Municipality, and the said road shall be maintained flush so far as practicable with the rails of the said railway or tramway by the said Company, its successors or assigns, to the satisfaction of the said Municipality, and the said Company, its successors or assigns, shall also be bound to construct and keep in repair, crossings of a character approved of by the said Municipality within the limits aforesaid at the intersection of the said railway or tramway track, with all cross-streets or highways now or hereafter opened, and such other places as may be directed by the said Municipality, and whenever bridges, culverts or waterways are found to be necessary for drainage or other

purposes, the same shall be constructed in a manner to be approved of by the said Municipality.

6. All tracks and turnouts shall conform to the grades of the said Kingston Road unless otherwise determined by the said Municipality, and the said Company shall not in any way change or alter the same, except with the approval of the said Municipality.

7. The location of the line of the said railway on the said Kingston Road shall not be made until the plans thereof shewing the position of the rails, switches, turnouts and other works on the said road shall have been submitted to and approved of by the said Municipality, and the line of the said railway shall not deviate from the line of the said Kingston Road within the said Municipality as it at present or may hereafter exist.

8. That the said Municipality shall have the right to take up any part of the said portion of the said Kingston Road traversed by the rails of the said railway, either for the purpose of altering the grade thereof, constructing and repairing of sewers, drains, culverts or side-crossings, or for laying down or repairing gas or water-pipes, and for all other purposes within the province and privilege of the Municipal Corporation of the County of York, without the Company, its successors or assigns being entitled to any compensation for damages occasioned to the work of the said railway or tramway or works connected therewith, and such alterations or repairs shall be made in such a way as to interfere as little as possible with the convenient working of the said railway or tramway.

9. The rails to be used by the said Company, its successors and assigns, shall be the ordinary flanged T-shaped rails, and the cars and motors to be used on the said railway shall be of an approved modern design.

10. All persons using the said portion of the said Kingston Road shall be at liberty to travel upon any portion of the travelled roadway occupied by the said railway or tramway, and in the same manner as upon other portions of the said highway, and vehicles of every description are to be allowed upon such portion of the said highway, it being provided, however, that the cars of the said Company, its successors or assigns, have the first right of way over the said railway or tramway, and all vehicles or persons travelling on that portion of the said highway occupied by the said railway or tramway shall turn out upon meeting or being overtaken by any cars of the said Company, its successors or assigns, so as to give them full right of way.

11. The said railway or tramway and the works hereinbefore mentioned shall not be opened or put in operation until the sanction of the said Municipality has been obtained and certified in writing.

12. The Company, its successors or assigns, shall run at least two cars each way morning and evening on a regular time-table, at such hours as will best meet the wants of the residents and the public generally.

13. In case the electric motors or cars used by the Company, its successors or assigns, in operating the said railway, whilst passing along the said railway or tramway, shall cause alarm to any horse or horses travelling or being upon the said road with vehicle or otherwise, the motors or cars of the Company shall, if necessary, be stopped to enable or allow the horse or horses so alarmed to pass, and the servants of the said Company shall, on request, assist the person or persons driving, riding, or in charge of the horse or horses that may be alarmed as aforesaid, so as to prevent accident or injury to persons, or to horses, vehicles, or other property of persons travelling, using, or being upon the said roadway.

14. The maximum rate of speed at which the cars or motors of the said Company shall run or travel shall be determined from time to time by the said Municipality.

15. The conductors on the cars or motors of the said Company shall announce to the passengers the names of the stations, streets, highways and public squares as the cars or motors reach them, and the said Company shall cause a gong or bell connected with or upon the said cars or motors to be sounded or rung on approaching crossings and at such other places and times as may be determined by the said Municipality.

16. When the accumulation of snow or ice is sufficient to impede the running of the cars, the Company shall remove the same, and when the snow is removed from the track the company shall slant down the same on the roadway so as to be convenient to the travelling public to the satisfaction of the said Municipality.

17. The Company, its successors or assigns, shall be liable for all damage occasioned by the existence of the rails, or by the running of the cars of the Company upon the said highway, and the said Company, its successors or assigns, shall hold the said Municipality in all respects harmless in respect thereof, and upon demand shall forthwith pay to the said Municipality all sums payable by or recoverable against the said Municipality in respect of any claim for any such damage; provided however, that the Company, its successors

or assigns, shall have been notified by the said Municipality upon any such claim having been made.

18. Should the Company, its successors or assigns, neglect to keep the track or road crossings or ballasting in good condition, according to the terms of this agreement, or to have the necessary repairs, crossings, ballasting or planking according to this agreement made thereon, the said Municipality may give notice requiring such repairs, crossings, ballasting or planking to be made forthwith, and if after such notification given requiring such repairs, crossings, ballasting or planking to be made, the said Company, its successors or assigns, do not within one week begin and carry to completion such repairs, crossings, ballasting or planking, with all reasonable diligence, the said Municipality shall be at liberty to place the said highway in a proper state of repair, and to construct and carry to completion such crossings, ballasting and planking at the expense of the said Company, its successors or assigns, the said Company, for itself, its successors and assigns, hereby agreeing to pay for such work on demand.

19. The rights and privileges granted by this agreement shall extend over a period of twenty years from the date hereof, renewable upon such terms and conditions as may be agreed upon between the said Municipality and the said Company, or in case of disagreement between the said parties, upon such terms and conditions as may be determined by arbitration under the provisions of *The Municipal Act*, or the said electric railway and the said electric lighting system and the real and personal property connected therewith may be assumed by the said Municipality as provided by *The Street Railway Act*, but in estimating the value of the said real and personal property the rights and privileges herein granted by the said Municipality shall not be considered assets of the said Company.

20. No motive power other than electricity shall be used by the said Company except with the approval of the said Municipality.

21. That the Company, its successors or assigns, shall be subject to all by-laws of the said Municipality now in force or that may hereafter be passed in respect to streets, roads and highways in so far as practicable.

22. Provided always and it is hereby agreed by and between the said Municipality and the said Company, their successors or assigns, that the said Company shall commence the construction of the said railway within two years from the date hereof, and shall complete the said railway to a distance of at least two miles within three years from the

date hereof, and in default therein the Company shall forfeit the rights and privileges obtained by virtue hereof, and the said Company shall extend the said railway along the said Kingston road to the Grand Trunk railway crossing within seven years from the date hereof, and in default therein the rights and privileges hereby granted shall expire in ten years from the date hereof, and not in twenty years as provided in paragraph 19 of this agreement, but in other respects the terms and provisions of the said paragraph 19 shall remain and have effect.

23. The fares to be charged by the said Company shall not exceed a rate per mile of two cents for each adult and one and one-half cents for each child under twelve years of age, but the said Company shall not be bound to carry any adult passenger any distance for less than five cents, or any child of the age aforesaid for less than three cents, and between the hours of eleven o'clock in the afternoon and six o'clock in the forenoon the said Company shall have the right to charge double the said fares.

24. It is expressly understood and agreed by and between the parties hereto that this indenture is to be construed as giving only such permission or franchise as the corporation of the county of York has power to give, and if it shall be held by any court of competent jurisdiction that the said corporation of the county of York has not power to give the permission or franchise hereby assumed to be given, this indenture shall thereupon be null and void and of no effect.

25. And the said Company, for itself, its successors and assigns, covenants and agrees with the said Municipality, its successors and assigns, that the said Company will for ever hold harmless and indemnify the said Municipality, its successors and assigns, from all damages, costs and charges arising out of, or in consequence of, or in connection with the prosecution or defence of any suit, action, or proceeding that may be undertaken at the instance of the said Company or its assigns for the purpose of ascertaining or declaring what powers may be possessed by the said Municipality to give an exclusive or other right to erect or maintain tracks or railways on the portion of the said Kingston Road in this indenture referred to, or in any manner calling in question any rights given or arising out of or intended to be given or to arise out of this indenture, and the said Municipality hereby agrees to prosecute or defend in the name of the said Municipality any action under this section which the said Company or its assigns may deem advisable in its interests to be prosecuted or defended; provided that before the said Municipality shall be bound to enter upon any such prose-

cution or defence the said Company or its assigns shall give such security as may be approved of by the said Municipality for the performance and fulfilment and indemnification provided for by this section.

26. Until the removal of toll charges from the said portion of the Kingston Road the said Company, its successors or assigns, shall pay to the said Municipality, its successors or assigns, from and after the date of the opening of the said railway, an annual charge or license fee at the rate of one hundred dollars per annum for the use of the said highway, and the said charge or license fee shall be in lieu of toll or toll charges for the use of the said portion of the said Kingston Road.

27. It is hereby agreed by and between the parties hereto for themselves, their successors and assigns, that whenever in this agreement any matter or thing is to be done or performed subject to the permission, consent, concurrence or direction of the said Municipality, such permission, consent, concurrence or direction shall be sufficient if given by such officer or committee as may be appointed for that purpose by the county council of the county of York, or by any committee thereof authorized to make such appointment, and the services of any professional officer appointed by virtue hereof shall be paid for by the said Company.

In witness whereof, the said Municipality being the corporation of the county of York, has hereunto affixed its corporate seal by the hands of the warden and clerk of the said county, and the said Company, the Toronto and Scarborough Electric Railway, Light and Power Company (Limited) has hereunto affixed its corporate seal by the hands of the vice-president and secretary.

Signed, sealed, executed  
and delivered in the  
presence of

Thos. A. Rowan.

A. Forster,  
Warden C. Y. [L.S.]

Geo. Eakin,  
Clerk, C. Y.

John Hallam,  
Vice-President. [L.S.]

A. W. Dingman,  
Secretary.

This indenture made in duplicate the sixth day of February, one thousand eight hundred and ninety-three, between the corporation of the Township of York, hereinafter called "the Municipality" of the first part, and the Toronto and Scarboro' Electric Railway, Light and Power Company (Limited), hereinafter called "the Company" of the second part.

Whereas, certain persons were by letters patent under the great seal of the Province of Ontario, bearing date the eighteenth day of August, A.D. 1892, incorporated as a body corporate and politic, for the purposes therein mentioned, by the name of "The Toronto and Scarboro' Electric Railway, Light and Power Company (Limited)," and

Whereas, the said Company in and by the said letters patent was among other things empowered to construct, maintain, complete and operate and from time to time remove and change as required a double or single iron railway with the necessary side-tracks and turnouts for the passage of cars, carriages and other vehicles adapted to the same, upon and along such of the streets and highways within the said Municipality as the council thereof may by by-law authorize, and to take, transport and carry passengers and freight upon the same, and to construct and maintain all necessary works, buildings, appliances and conveniences connected therewith under and subject to any agreement or agreements thereafter to be made between the said Company and the said Municipality relating to the construction and maintenance of the said railway, and to other matters connected therewith pursuant to the provisions of *The Street Railway Act*, being chapter 171 of the Revised Statutes of Ontario, 1887, and

Whereas, in and by the said letters patent and pursuant to the provisions of the said Acts and of *The Municipal Act*, the council of the said Municipality is authorized to pass by-laws and to make and enter into any agreements or covenants relating to the constructing and maintenance of railways and tramways over, along and upon the streets or highways within the said Municipality on such terms and conditions as may be necessary for the safety and convenience of the public; and

Whereas, the said Company have petitioned the council of the said Municipality to sanction the construction and operation by the said Company of an electric railway or tramway, and the necessary works connected therewith over, along and upon certain streets and highways which are owned by the said Municipality, which said streets and highways are hereinafter particularly defined, and have asked that certain other privileges and immunities should be granted to the said Company, their successors and assigns; and

Whereas the Company have proposed to construct and operate such electric railway and the said works over, along and upon the said streets and highways, and are desirous of obtaining the necessary permission so to do; and

Whereas, the parties hereto of the first part being the corporation of the township of York, are willing to grant such permission upon the terms and conditions hereinafter set forth, and to enter into an agreement with the said Company such as is hereinafter contained.

Now this indenture witnesseth that the said Municipality and the said Company in pursuance of all the powers in that behalf enabling them so to do, have covenanted and agreed and by these presents do for themselves, their successors and assigns, covenant and agree each with the other of them as follows:—

1. That the said Company, their successors and assigns, be permitted without let or hindrance from the said Municipality, its successors or assigns, to construct, maintain, complete and operate, and from time to time remove, change and repair as required, an iron or steel railway track or tracks with the necessary side-tracks, switches and turnouts for the passage of cars and other vehicles adapted to the same over, along and upon the following streets, roads and highways within the said Municipality, namely:—

(a) The original allowance for a road between the first concession from the bay, and the broken front thereof (designated as Queen Street East), from its intersection with the westerly limit of the township of Scarboro' to its intersection with the easterly limit of the village of East Toronto.

(b) Gerrard Street from its intersection with the village of East Toronto to its intersection with Coxwell Avenue.

(c) Coxwell Avenue from its intersection with the northerly limit of Gerrard Street southerly to a point where the southerly limit of Gerrard Street east at the east limit of the City of Toronto would, if produced, intersect Coxwell Avenue.

(d) The original allowance for a road between the first and second concessions from the bay in the township of York known as Danforth Road from its intersection with the westerly limit of the township of Scarboro' to its intersection with the easterly limit of the village of East Toronto, and from its intersection with the westerly limit of the village of East Toronto to its intersection with the easterly limit of the City of Toronto.

(e) The production northerly of Greenwood's side line from its intersection with the northerly limit of the Danforth

Road, Township of York, to its intersection with the north-easterly limit of Salmon Avenue, in so far as the municipality has power to grant the same.

(f) Salmon Avenue from its intersection with the easterly limit of Greenwood's side line produced to its intersection with the westerly limit of Leslie Street.

(g) Leslie Street from its intersection with the southerly limit of Salmon Avenue to its intersection with the northerly limit of the Don Mills Road.

(h) The Don Mills road from its intersection with the easterly limit of Leslie Street to its intersection with the northerly limit of the City of Toronto.

2. That the said railway or tramway shall be of approved material and construction, and shall be made in a substantial manner and according to the best modern practice in use and to the satisfaction of the said Municipality and their engineer for the time being, and the same shall be worked and carried on under such regulations as may be necessary for the protection of the inhabitants of the said Municipality and of the public generally.

3. The roadway, track and rails of the said railway or tramway shall, subject to the proviso hereinafter contained, be located and constructed on one side only of the said streets, roads and highways, and the side upon which the same shall be located and the location of the rails shall be determined by the said Municipality and their engineer before the construction of the said railway or tramway shall be commenced. Provided, however, that after the expiration of the period of twenty years the said Company shall, if required by the said Municipality, remove their said track, or any part thereof, to the centre of the graded portion of the highway if the Company, their successors or assigns, continue to own and operate the said railway.

4. Whenever the railway or tramway is constructed upon the centre or any part of the graded portion of the roadway all the space between the rails and at least one foot six inches immediately adjoining the outside of each rail, as directed by the township engineer, shall be substantially and properly filled with macadam, and shall be kept in a good state of repair, and the said macadam shall be maintained flush with the rails of the said railway or tramway by the said Company, their successors and assigns, who shall also be bound to construct and keep in good repair crossings of a character approved of by the said Municipality and their engineer within the limits aforesaid. At the intersection of the said railway or tramway track with all cross-streets or highways now or hereafter opened, fender planks shall be

used, and whenever bridges, culverts or waterways are found necessary for drainage or other purposes, the same shall be constructed in a manner to be approved of by the said Municipality and their engineer, and that in the construction of the said railway the said Company, their successors or assigns, shall cause the ties to be laid on a good sand and gravel ballast of four inches in depth, and the space between the ties to be filled to the top of the same with good select gravel, and the space between the rails and at least one foot six inches immediately adjoining the outside of each rail, as directed by the township engineer, to be filled with macadam, with a crown of two inches at centre above the top of the rails of the said railway or tramway.

5. All the tracks and turnouts shall conform to the grades of the said streets, roads and highways, unless otherwise determined by the said Municipality and their engineer, and the said Company shall not in any way change or alter the same except with the approval of the said Municipality and its engineer.

6. The location of the line of railway on the streets or highways shall not be made until the plans thereof showing the position of the rails and other works on the said streets or highways shall have been submitted to and approved of by the said Municipality and engineer.

7. That the said Municipality shall have the right to take up any part of the streets or highways traversed by the rails of the said railway, either for the purpose of altering the grade thereof, constructing and repairing of sewers, drains, culverts or side crossings or for laying down or repairing gas or water pipes and for all other purposes within the province and privilege of a municipal corporation without the Company, their successors or assigns, being entitled to any compensation for damages occasioned to the working of the said railway or tramway or works connected therewith, and such alterations and repairs shall be made in such a manner as to interfere as little as possible with the convenient working of the said railway or tramway, and the said Company shall attend to and take care of their track and other property during such repairs without being entitled to make any charge or receive any compensation for so doing.

8. The rails to be used by the said Company, their successors and assigns, shall be the ordinary T-shaped rails, and the cars and motors to be used on the said railway shall be of an approved modern design.

9. All persons using the said road or highway shall be at liberty to travel upon any portion of the said travelled roadway occupied by the said railway or tramway, and in the

same manner as upon other portions of the said highway, and vehicles of every description are to be allowed upon such portion of the said highway, it being provided, however, that the cars of the said Company, their successors and assigns, have the first right of way over the said railway or tramway, and all vehicles or persons travelling on that portion of the said highway occupied by the said railway or tramway shall turn out upon meeting or being overtaken by any car of the said Company, their successors or assigns, so as to give them full right of way.

10. The said railway or tramway shall not be commenced, opened or put in operation until the sanction of the council of the said Municipality and their engineer has been obtained by the enactment of a special resolution to that effect, and such sanction may be granted by a certificate from the township engineer declaring the said railway or tramway to be in good condition, and constructed conformable with the conditions prescribed in this agreement in that behalf and specifications to be furnished.

11. The Company, their successors or assigns, shall run at least two cars each way, morning and evening, on a regular time-table, at such times as will best meet the wants of the residents and the general public.

12. In case the electric motor or car used by the said Company, their successors or assigns, in operating the said road, whilst passing along the said railway or tramway, shall cause alarm to any horse or other animal travelling or being upon the said road with vehicle or otherwise, the motors or cars of the said Company shall if it appears necessary be stopped to enable the horse or other animal so alarmed to pass the said motor, and the servants of the said Company shall, in case of apparent danger, assist the person or persons driving, riding or in charge of the horse or horses or other animals that may be alarmed as aforesaid so as to prevent accident or injury to any person or persons, horse or horses, vehicle or other property of persons travelling, using or upon said roadway. So far as safely can be done without causing alarm or injury to horses or vehicles upon said roadway the speed of the cars may be increased, not, however, to exceed when on the public highway, at any time, such rate of speed as shall be determined from time to time by the said Municipality.

13. The conductors on the cars of the said Company shall announce to the passengers the names of the stations, streets and highways, and public squares, as the cars or motors reach them. And the said Company shall cause a gong or bell connected with or upon said cars or motors to be sounded or

rung in approaching crossings and at such other times and places as may be determined by the said Municipality.

14. For facilitating the running of the Company's cars, sleighs or other conveyances may be used.

15. When the accumulation of ice or snow is in the opinion of the township engineer or the said council, sufficient to impede the running of the cars, the Company shall on receiving notice from him or them remove the same or provide sleighs or other conveyances as provided in the preceding section, and when the snow is removed from the track the Company shall level down the snow on the roadway so as to be convenient for the travelling public to the satisfaction of the said engineer.

16. The Company, their successors or assigns, shall be liable for all damages occasioned by the existence of the rails or cars of the said Company upon the said highway, and the said Company, their successors or assigns, shall hold the said Municipality harmless in all respects in respect thereof, and upon demand shall forthwith pay to the said Municipality all sums payable by or recovered against the said Municipality in respect of such claim; provided however that the said Company, their successors or assigns, shall have been notified by the said Municipality upon any such claim having been made.

17. Should the Company, their successors or assigns, neglect to keep their track or road or crossings or ballastings in good condition according to the terms of this agreement, the said Municipality may give notice requiring such repairs to be made forthwith, and if after such notification given requiring such repairs to be made, the said Company, their successors or assigns, do not within two weeks begin and carry to completion such repairs with all reasonable diligence, the said Municipality shall be at liberty to place the said highway in a proper state of repair at the expense of the said Company, their successors or assigns.

The said Company, for themselves, their successors or assigns, hereby agree to pay for such work on demand, and if not paid in ten days after such demand the said Municipality may take possession of the road until such expenses are paid.

18. The rights and privileges granted by this agreement shall extend over a period of twenty years from the date hereof, renewable for further periods of twenty years, renewable upon such terms and conditions as may be agreed upon between the said Municipality and the said Company, or in case of disagreement between the said parties, upon such terms and conditions as may be determined by arbitration under the provisions of *The Municipal Act*, or the said railway and the real and personal property connected therewith may be assumed by the said Municipality as provided by *The*

*Street Railway Act*, but the franchise hereby granted shall not be considered as assets of the said Company.

19. No motive power other than electricity shall be used by the said Company except with the approval of the said Municipality.

20. That the Company, their successors or assigns, shall be subject to all by-laws and parts of by-laws of the said Municipality now in force, or that may hereafter be passed in respect to the street, roads and highways in so far as applicable.

21. Provided always, and it is hereby agreed by and between the said Municipality and the said Company, their successors and assigns, that the said Company shall commence the construction of the said railway or tramway not later than two years from the date of this agreement, and shall complete the same within three years from the said date, but the time for completion of certain sections of the said railway may be extended by the said Municipality upon good cause for such extension of time being shown.

22. And the said Company, their successors and assigns, hereby covenant and agree with the said Municipality that when the construction of the said railway is commenced it shall be proceeded with continuously, and with due diligence, until it reaches the intersection of Danforth Road and Dawes Road in the said Municipality, affording the residents of the village of Little York (Colman P. O.) communication with the City of Toronto.

23. The fares to be charged by the said Company for a single passage over the said railway to or from any point in the Township of York, from or to the limits of the City of Toronto, shall not exceed five cents for each passenger, provided, however, that children in arms shall be carried free of charge, but between the hours of 11.30 o'clock in the afternoon and 5 o'clock in the forenoon the said Company shall have the right to charge double the said fare.

24. It is hereby agreed by and between the parties hereto for themselves, their successors and assigns, that whenever in this agreement any matter or thing is to be done or performed subject to the permission, consent, concurrence or direction of the said Municipality, such permission, consent, concurrence or direction shall be sufficient if given by such officer or committee as may be appointed for that purpose by the council of the said Municipality or by any committee thereof authorized to make such appointment, subject to the approval of said Municipality, and the services of any professional officer appointed by virtue hereof shall be paid for by the said Company when the said work is performed.

25. The Company, their successors or assigns, covenant and agree with the said Municipality that they will build and operate continuously their said railway from the easterly limit of the City of Toronto to the intersection of the Danforth Road with Dawes Road at Dawes Corners, within twelve months from the date of the commencement of the construction of said railway or any part thereof in any municipality.

26. It is furthermore agreed that should the Company, their successors or assigns, fail to construct their road within the time specified within this agreement to the intersection of the Danforth Road and the Dawes Road at Empringham's corner in the Municipality, and thereafter to continuously operate the same, all rights and privileges over all roads within the said Municipality and all other privileges granted under this agreement shall become null and void as if the same had never been entered into, provided always that at the request of the said Company, their successors or assigns, the above clause, condition or penalty may be altered, modified, amended or waived by any by-law or by-laws passed from time to time by the said Municipality, their successors or assigns, and the said by-law or by-laws may at any subsequent time or times be amended, altered or repealed by the said Municipality, their successors or assigns.

In witness whereof, the said Municipality, being the corporation of the Township of York, has hereunto fixed its corporate seal by the hands of the reeve and clerk of the said township, and the said Company, The Toronto and Scarborough Electric Railway, Light and Power Company (Limited), has hereunto affixed its corporate seal by the hands of the vice-president and secretary.

Signed, sealed, executed  
and delivered in the  
presence of

S. T. Humberstone,  
W. A. Clarke and  
A. W. Dingman,  
W. A. Warrett,  
Ada C. Clarkson,  
for signature of  
John Hallam.

(Signed)  
S. T. Humberstone, [L.S.]  
Reeve.

(Signed)  
W. A. Clarke,  
Clerk.

(Signed)  
John Hallam,  
Vice-President.

(Signed)  
A. W. Dingman, [L.S.]  
Secretary.

This indenture, made in duplicate the sixteenth day of November, one thousand eight hundred and ninety-two, between the Corporation of the Village of East Toronto, hereinafter called "the Municipality," of the first part, and the Toronto and Scarboro' Electric Railway, Light and Power Company (Limited), hereinafter called "the Company" of the second part.

Whereas certain persons were by letters patent under the Great Seal of the Province of Ontario, bearing date the eighteenth day of August,<sup>A.D.</sup> 1892, incorporated as a body corporate and politic for the purposes therein mentioned, by the name of "The Toronto and Scarboro' Electric Railway Light and Power Company (Limited)," and

Whereas the Company in and by the said letters patent was among other things empowered to construct, maintain, complete and operate, and from time to time remove and change as required, a double or single iron railway with the necessary side-tracks and turnouts for the passage of cars, carriages and other vehicles adapted to the same upon and along such of the streets or highways within the said Municipality as the council thereof might by by-law authorize, and to take, transport and carry passengers and freight upon the same and to construct and maintain all necessary works, buildings, appliances and conveniences connected therewith under and subject to any agreement or agreements thereafter to be made between the said Company and the said Municipality relating to the construction and maintenance of the said railwey, and to other matters connected therewith, pursuant to the provisions of *The Street Railway Act*, being chapter 171 of the Revised Statutes of Ontario, 1887; and

Whereas the said Company in and by the said letters patent was among other things empowered to construct, maintain, complete and operate works for the production, sale and distribution of electricity for purposes of light, heat and power, and to conduct the same by any means through, under and along the streets, highways and public places within the said Municipality subject to such agreement in respect thereof as should be made between the said Company and the said Municipality pursuant to the provisions of *The Act respecting Companies for Steam and Heating or for Supplying Electricity for Light, Heat or Power*, being chapter 165 of the Revised Statutes of Ontario, 1887; and whereas in and by the said Letters Patent, and pursuant to the provisions of the said Acts and of *The Municipal Act*, the council of the said Municipality is authorized to pass by-laws and to make and enter into any agreements or covenants relating to the construction and maintenance of railways or tramways, and

to the production, sale and distribution of electricity, over and along the streets or highways within the said Municipality on such terms and conditions as may be necessary for the safety and convenience of the public; and, whereas the said Company has petitioned the council of the said Municipality to sanction the construction and operation by the said Company of an electric railway or tramway, and the necessary works for the production, sale and distribution of electricity over, along and upon certain streets and highways within the said Municipality, which said streets and highways are hereinafter particularly defined, and has asked that certain other privileges and immunities should be granted to the said Company, its successors and assigns; and whereas the said Company has proposed to construct and operate such electric railway and the said works for the production, sale and distribution of electricity over, along and upon the said streets and highways, and is desirous of obtaining the necessary permission so to do; and whereas the party hereto of the first part, being the corporation of the village of East Toronto, is willing to grant such permission upon the terms and conditions hereinafter set forth, and to enter into an agreement with the said Company such as is hereinafter contained, now this agreement witnesseth that the said Municipality and the said Company in pursuance of all the powers in that behalf enabling them so to do, by these presents do for themselves, their successors and assigns, respectively covenant and agree each with the other of them as follows:—

1. That the said company, its successors and assigns, be permitted without let or hindrance from the said Municipality, its successors and assigns, to construct, maintain, complete and operate, and from time to time remove, change and repair as required an iron or steel railway track or tracks, with the necessary side-tracks, switches and turnouts for the passage of cars and other vehicles adapted to the same, over, along and upon the following streets and highways within the said Municipality, namely:—

(a) The original allowance for a road between the first concession from the bay and the broken front thereof (known as Queen street east), from its intersection with the westerly limit of the Village of East Toronto to its intersection with the easterly limit of the said village.

(b) Gerrard street from the easterly to the westerly limit of the said Municipality.

(c) The original allowance for a road between the first and second concessions from the bay in the Township of York (known as Danforth Road), from the easterly to the westerly limit of the said Municipality.

(d) Balsam Avenue from its intersection with Queen Street to its southerly termination.

2. That the said Company, its successors and assigns, shall have the right within the said Municipality to construct, maintain, complete and operate works for the production, sale and distribution of electricity for purposes of light, heat and power, and to conduct the same as hereinafter provided, through, under and along the streets, roads and highways aforesaid, and through, under and along such other highways and parts of the said Municipality as the council thereof may from time to time by by-law authorize, subject always to the terms and conditions of this agreement so far as the same are applicable.

3. That the said railway or tramway and the said works for the production and distribution of electricity and all works, plant and appliances connected therewith, shall be of approved material and construction, and shall be made in a substantial manner and according to the best modern practice at the time or times of construction, and the same shall be worked and carried on from time to time under such regulations as may be necessary for the protection of the inhabitants of the said Municipality and of the public generally.

4. The roadway, track and rails of the said rails of the said railway or tramway shall be located and constructed on and along such portion of the highways aforesaid as shall be determined by the said Municipality and plans thereof showing the proposed position of the railway, track, rails and other works of the said railway on and along the said highways, shall be submitted to and approved of by the said Municipality before the construction of the said railway or tramway shall be commenced.

5. All the space between the rails of the said railway and that part of the roadway outside of the rails to a distance of eighteen inches on both sides thereof shall be kept in a good state of repair by the Company and the said roadway shall be maintained flush (as far as practicable) with the rails of the said railway or tramway by the said Company, its successors and assigns, and the said Company shall also be bound to construct and keep in repair crossings of a character approved of by the said Municipality on the line of the said railway, within the limits of the highways above described at the intersection of the said railway or tramway track, with all cross-streets or highways now open or hereafter to be opened, and whenever bridges, culverts or waterways are found to be necessary by reason of the said railway for drain-

age or other purposes the same shall be constructed by the Company in a manner to be approved of by the said Municipality.

6. All the tracks and turnouts of the said railway shall conform to the grades of the said streets, roads and highways, unless otherwise determined by the said Municipality, and the said Company shall not in any way change or alter the same except with the approval of the said Municipality.

7. That the said Municipality shall have the right to take up any part of the streets or highways traversed by the rails of the said railway either for the purpose of altering the grade thereof, constructing and repairing of sewers, drains, culverts or side-crossings, for laying down or repairing gas or water-pipes, and for all other purposes within the province, power and privileges of the said Municipality, and the enumeration of the foregoing purposes shall not be held to limit the Municipality to such purposes or to exclude any other powers whatever of the Municipality, whether of the same kind as those enumerated or otherwise, and the Company, its successors or assigns, shall not be entitled to any compensation for damages occasioned thereby to the railway or to the working of the same or to the works connected therewith, and such alterations or repairs shall in all cases be made in such a way as to interfere as little as possible with the convenient working of the said railway or tramway.

8. The rails to be used by the said Company, its successors and assigns, shall be the ordinary flanged T-shaped rails, and the cars and motors to be used on the said railway shall be of an approved modern design.

9. All persons using the said roads or highways shall be at liberty to travel on any portion of the travelled roadway occupied by the said railway or tramway, and in the same manner as upon other portions of the highway, and vehicles of every description are to be allowed upon such portions of the said highways. It being provided that the cars of the said Company, its successors or assigns, have the first right of way over the said railway or tramway, and all vehicles or persons travelling on that portion of the highway occupied by the said railway or tramway shall turn out upon meeting or being overtaken by any cars or motors of the said Company, its successors or assigns, so as to give them full right of way.

10. The said railway or tramway and the works hereinbefore mentioned, shall not be opened or put into operation until the sanction of the said Municipality has been obtained and certified in writing.

11. The Company, its successors or assigns, shall run cars or motors according to a regular time-table, and at such hours as will best meet the wants of the residents of the Municipality and the general public.

12. In case the electric motors or cars used by the Company, its successors or assigns, in operating the said railway, whilst passing along the said railway or tramway shall cause alarm to any horse or horses travelling or being upon said road with vehicle or otherwise, the motors or cars of the Company shall, if necessary, be stopped to enable or allow the horse or horses so alarmed to pass the said motors or cars, and the servants of the said Company shall, on request, assist the person or persons driving, riding, or in charge of the horse or horses that may be alarmed as aforesaid, so as to prevent accident or injury to the person or persons, horse or horses, vehicles or other property of persons travelling, using or upon said roadway.

13. The maximum rate of speed at which the cars or motors of the said Company shall run or travel shall be determined from time to time by the said Municipality.

14. The conductors on the cars or motors of the said Company shall announce to the passengers the names of the stations, streets, highways and public squares, as the cars or motors reach them, and a gong or bell shall be carried on every motor or train of cars in motion, and on approaching a crossing or any public or other place where warning is required, the same shall be rung or sounded in such a manner as to give due warning of the approach of the motor or train of cars.

15. When the accumulation of snow or ice is sufficient to impede the running of the cars, the Company shall remove the same, and when the snow is removed from the track the Company shall level down the snow on the roadway so as to be convenient to the travelling public to the satisfaction of the said Municipality.

16. The Company, its successors or assigns, shall be liable for all injury and damage occasioned by the construction of the railway, the existence of the rails or cars of the Company upon the said highway, and by the working of the railway or otherwise by reason of the railway, and the said Company, its successors or assigns, shall hold the said Municipality, in all respects, harmless in respect thereof, and upon demand shall forthwith pay to the said Municipality all sums payable by or recovered against the said Municipality in respect of claims for any such injury or damage, and the said Company, its successors or assigns, shall always be noti-

fied without delay by the said Municipality upon any such claim being made.

17. Should the Company, its successors or assigns, neglect to keep its track, road, crossings, or ballasting in good condition according to the terms of this agreement or to have the necessary repairs according to this agreement made thereon, the said Municipality may give notice requiring such repairs to be made forthwith, and if after such notification given requiring such repairs to be made, the said Company, its successors or assigns, do not within one week begin and carry to completion such repairs with all reasonable diligence, the said Municipality shall be at liberty to place the said highway in a proper state of repair at the expense of the said Company, its successors or assigns, the said Company for itself, its successors or assigns, hereby agreeing to pay for such work on demand.

18. The rights and privileges granted by this agreement shall extend over a period of twenty years from the date hereof.

19. No motive power, other than electricity, shall be used by the said Company except with the approval of the said Municipality, unless in the case of accident or necessity, when horses may be used for the time being.

20. The Company, its successors or assigns, shall be subject to all by-laws and parts of by-laws of the said Municipality now in force or that may hereafter be passed in respect of streets, roads, and highways, in so far as practicable.

21. Provided always and it is hereby agreed by and between the said Municipality and the said Company, their successors or assigns, that the said Company shall commence the construction of the said railway or tramway not later than one year from the date of this agreement, and shall complete the same within two years from the said date, but the time for the completion of certain sections of the said railway may be extended by the said Municipality upon good cause for such extension of time being shown.

22. That the Company shall carry passengers from any point in the said Municipality to any other point within the same in one direct and continuous journey, and also from any point in the said Municipality to the City of Toronto at a convenient point for connection with the street car system of the Toronto Railway, in a direct and continuous journey, for the following fares or charges, namely; for each adult passenger not more than five cents, and on request the Company shall issue six tickets for twenty-five cents; for each child under ten years of age not more than three cents; and children in arms shall

in all cases be carried free. The Company further agrees to procure or endeavour to procure a system of transfer tickets with the Toronto Railway Company, and if the same be not arranged or agreed upon between the said companies the same shall be determined by arbitration pursuant to the provisions of *The Municipal Act* in that behalf.

23. It is hereby agreed by and between the parties hereto for themselves, their successors and assigns, that whenever in this agreement any matter or thing is to be done or performed subject to the permission, consent, concurrence or direction of the said Municipality, such permission, consent, concurrence or direction shall be sufficient if given by such officer or committee as may be appointed for that purpose by the council of the said Municipality, or by any committee thereof authorized to make such appointment, and the services of any professional officer appointed by virtue hereof shall be paid for by the said Company.

In witness whereof the said Municipality, being the corporation of the Village of East Toronto, has hereunto affixed its corporate seal by the hands of the chairman of finance and the clerk of the said Municipality, and the said Company, The Toronto and Scarboro' Electric Railway, Light and Power Company (Limited), has hereunto affixed its corporate seal by the hands of the vice-president and secretary.

Signed, sealed, executed and delivered in the presence of

H. R. MORTON, as to execution by the Village of East Toronto.

THOS. A. ROWAN, as to signatures of John Hallam and A. W. Dingman.

B. MORTON,  
*Chairman of Finance.*

W. H. CLAY, (L.S.)  
*Clerk East Toronto.*

JOHN HALLAM,  
*Vice-President.*

A. W. DINGMAN, (L.S.)  
*Secretary.*

---

This indenture, made in duplicate the sixteenth day of November, in the year of our Lord, one thousand eight hundred and ninety-two, between the corporation of the township of Scarboro', one of the municipalities of the County of York, hereinafter called "the Municipality" of the first part, and The Toronto and Scarboro' Electric Railway, Light and Power Company (Limited), hereinafter called "the Company" of the second part.

Whereas certain persons were, by letters patent under the Great Seal of the Province of Ontario, bearing date the eighth-

teenth day of August, A.D. 1892, incorporated as a body corporate and politic, for the purposes therein mentioned, by the name of "The Toronto and Scarboro' Electric Railway, Light and Power Company (Limited)"; and

Whereas the Company in and by the said letters patent was among other things empowered to construct, maintain, complete and operate, and from time to time remove and change as required a double or single iron railway, with the necessary side-tracks and turnouts for the passage of cars, carriages and other vehicles adapted to the same, upon and along such of the streets or highways within the said Municipality as the council thereof may by by-law authorize, and to take, transport and carry passengers and freight upon the same, and to construct and maintain all necessary works, buildings, appliances and conveniences connected therewith, under and subject to any agreement or agreements thereafter to be made between the said Company and the said Municipality, relating to the construction and maintenance of the said railway, and to other matters connected therewith, pursuant to the provisions of *The Street Railway Act*, being chapter 171 of the Revised Statutes of Ontario, 1887; and

Whereas the said Company, in and by the said letters patent, was among other things, empowered to construct, maintain, complete and operate works for the production, sale and distribution of electricity for purposes of light, heat and power, and to conduct the same by any means through, under and along the street, highways and public places within the said Municipality, subject to such agreement in respect thereof as shall be made between the said Company and the said Municipality, pursuant to the provisions of *The Act respecting Companies for Steam and Heating, or for supplying Electricity for Light, Heat or Power*, being chapter 165 of the Revised Statutes of Ontario, 1887, and

Whereas in and by the said letters patent, and pursuant to the provisions of the said Acts, and of *The Municipal Act*, the council of the said Municipality is authorized to pass by-laws and to make or enter into any agreements or covenants relating to the construction and maintenance of railways or tramways, and to the production, sale and distribution of electricity over, along and upon the streets or highways within the said Municipality on such terms and conditions as may be necessary for the safety and convenience of the public; and

Whereas the said Company has petitioned the council of the said Municipality to sanction the construction and operation by the said Company of an electric railway or tramway,

and the necessary works for the production, sale and distribution of electricity over, along and upon certain streets and highways within the said Municipality, which said streets and highways are hereinafter particularly defined, and have asked that certain other privileges and immunities should be granted to the said Company, its successors and assigns; and

Whereas the said Company has proposed to construct and operate such electric railway and the said works for the production, sale and distribution of electricity over, along and upon the said streets and highways, and is desirous of obtaining the necessary permission so to do; and

Whereas the parties hereto of the first part, being the corporation of the township of Scarboro', are willing to grant such permission upon the terms and conditions hereinafter set forth, and to enter into an agreement with the said Company such as is hereinafter contained.

Now this indenture witnesseth that the said Municipality and the said Company, in pursuance of all the powers in that behalf enabling them so to do, have covenanted and agreed, and by these presents do for themselves, their successors and assigns, covenant and agree each with the other of them as follows:—

1. That the said Company, its successors and assigns, be permitted, without let or hindrance from the said Municipality, its successors or assigns, to construct, maintain, complete and operate, and from time to time remove, change and repair as required a single iron or steel railway with the necessary side-tracks, switches and turnouts for the passage of cars, carriages and other vehicles adapted to the same, over, along and upon the following streets, roads and highways within the said Municipality, namely: (a) Concession A or Queen Street produced from the westerly limit of this municipality to the easterly limit of Blantyre Avenue; (b) Blantyre Avenue from its intersection with concession A or Queen Street northerly to its intersection with Gerrard Street; (c) Gerrard Street from the westerly limit of this Municipality to the easterly limit of Blantyre Avenue; (d) the side line between lots 32 and 33 in concession A from its southerly termination at the boundary line of this Municipality northerly to the northerly limit of the road between concessions A and B, known as the Danforth Road; (e) the said Danforth Road from the said easterly limit of the said side line between lots 32 and 33 aforesaid to the westerly limit of this Municipality.

2. That the said Company, its successors and assigns, shall have the right and privilege within the said Municipality to

construct, maintain, complete and operate works for the production, sale and distribution of electricity for purposes of light, heat and power, and to conduct the same, as hereininafter provided, through, under and along the streets, roads and highways aforesaid, and through, under and along such other parts of the said Municipality as the council thereof may from time to time by by-law authorize, subject always to the terms and conditions of this agreement, so far as the same are applicable.

3. That the said railway or tramway, and the said works for the production and distribution of electricity and all works, plant and appliances connected therewith, shall be of approved material and construction, and shall be made and constructed in a substantial manner and according to the best modern practice, and the same shall be worked and carried on under such regulations as may be necessary for the protection of the inhabitants of the said Municipality and of the public generally.

4. The roadway, track and rails of the said railway or tramway shall be located and constructed on and along such portion or portions of the said streets, roads and highways as shall be determined by the said Municipality before the construction of the said railway or tramway shall be commenced.

5. All the space between the rails of the said railway and the roadway to a distance of eighteen inches on both sides thereof shall be kept in a good state of repair, and the said roads shall be maintained flush, so far as practicable, with the rails of the said railway or tramway by the said Company, its successors or assigns, who shall also be bound to construct and keep in repair crossings of a character approved of by the said Municipality within the limits aforesaid at the intersection of the said railway or tramway track, with all cross-streets, lanes and highways now or hereafter opened, and such other portions of the said railway as may be ordered by the said Municipality, and whenever bridges, culverts or waterways are found to be necessary for drainage or other purposes, the same shall be constructed in a manner to be approved of by the said Municipality.

6. All tracks and turnouts shall conform to the grades of the said streets, roads and highways, unless otherwise determined by the said Municipality, and the said Company shall not in any way change or alter the same except with the approval of the said Municipality.

7. The location of the line of the said railway on the said streets, roads and highways shall not be made until the plans

thereof, showing the position of the rails and other works on the said streets, roads or highways, shall have been submitted to and approved of by the said Municipality.

8. That the said Municipality shall have the right to take up any part of the streets, roads or highways traversed by the rails of the said railway, either for the purpose of altering the grade thereof, constructing and repairing of sewers, drains, culverts or side-crossings, or for laying down or repairing gas or water-pipes, and for all other purposes within the province and privilege of the said Municipality, without the Company, its successors or assigns, being entitled to any compensation for any damages occasioned to the working of the said railway or tramway or works connected therewith, and such alterations or repairs shall be made in such a way as to interfere as little as possible with the convenient working of the said railway or tramway.

9. The rails to be used by the said Company, its successors and assigns, shall be the ordinary flanged T-shaped rails, and the cars and motors to be used on the said railway shall be of an approved modern design.

10. All persons using the said road shall be at liberty to travel upon any portion of the travelled roadway occupied by the said railway or tramway, and in the same manner as upon other portions of the highway, and vehicles of every description are to be allowed upon such portions of the said highways, it being provided, however, that the cars and motors of the said Company, its successors or assigns, have the first right of way over the said railway or tramway, and all vehicles or persons travelling on that portion of the said highway occupied by the said railway or tramway shall turn out upon meeting or being overtaken by any cars or motors of the said Company, its successors or assigns, so as to give them full right of way.

11. The said railway or tramway and the works herein-before mentioned shall not be opened or put in operation until the sanction of the said Municipality has been obtained and certified in writing.

12. The Company, its successors or assigns, shall run at least two cars each way morning and evening on a regular time-table, at such hours as will best meet the wants of the residents and the general public.

13. In case the electric motors or cars used by the said Company, its successors or assigns, in operating the said railway, whilst passing along the said railway or tramway, shall cause alarm to any horse or horses travelling or being upon the

said road with vehicle or otherwise, the motors or cars of the said Company shall, if necessary, be stopped to enable or allow the horse or horses so alarmed to pass, and the servants of the said Company shall on request assist the person or persons driving, riding or in charge of the horse or horses that may be alarmed as aforesaid so as to prevent accident or injury to persons or to horses, vehicles or other property of persons travelling, using or being upon said roadway

14. The maximum rate of speed at which the cars or motors of the said Company shall run or travel shall be determined from time to time by the said Municipality.

15. The conductors on the cars or motors of the said Company shall announce to the passengers the names of the stations, streets, highways and public squares as the motors or cars reach them, and the said Company shall cause a gong or bell connected with or upon the said cars or motors to be sounded or rung on approaching crossings and at such other places and times as may be determined by the said Municipality.

16. When the accumulation of snow or ice is sufficient to impede the running of the cars the Company shall remove the same, and when the snow is removed from the track the Company shall slant down the same on the roadway so as to be convenient to the travelling public, to the satisfaction of the said Municipality.

17. The Company, its successors and assigns, shall be liable for all damage occasioned by the existence of the rails or by the running of the cars of the said Company upon the said highways, and the said Company, its successors or assigns, shall hold the said Municipality in all respects harmless in respect thereof, and upon demand shall forthwith pay to the said Municipality all sums payable by or recoverable against the said Municipality in respect of any claim for any such damage; provided, however, that the Company, its successors or assigns, shall have been notified by the said Municipality upon any such claim having been made.

18. Should the Company, its successors or assigns, neglect to keep its track, road, crossings, or ballasting in good condition according to the terms of this agreement, or to have the necessary repairs according to the terms of this agreement made thereon, the said Municipality may give notice requiring such repairs to be made forthwith, and if after such notification given requiring such repairs to be made, the said Company, its successors or assigns, do not within one week begin and carry to completion such repairs with all reasonable diligence, the said Municipality shall be at liberty to place the

said highways in a proper state of repair at the expense of the said Company, its successors or assigns, the said Company for itself, its successors and assigns, hereby agreeing to pay for such work on demand.

19. The rights and privileges granted by this agreement shall extend over a period of twenty years from the date hereof, renewable upon such terms and conditions as may be agreed upon between the said Municipality and the said Company, or in case of disagreement between the said parties, upon such terms and conditions as may be determined by arbitration under the provisions of *The Municipal Act*, or the said railway and the said electric lighting system, and the real and personal property connected therewith may be assumed by the said Municipality as provided by *The Street Railway Act*, but in estimating the value of the real and personal property the rights and privileges herein granted by the said Municipality shall not be considered assets of the said Company.

20. No motive power other than electricity shall be used by the said Company except with the approval of the said Municipality.

21. That the Company, its successors or assigns, shall be subject to all by-laws and parts of by-laws of the said Municipality now in force or that may hereafter be passed in respect to streets, roads and highways in so far as practicable.

22. Provided always and it is hereby agreed by and between the said Municipality and the said Company, their successors and assigns, that the said Company shall commence the construction of the said railway or tramway not later than eighteen months from the date of this agreement, and shall complete the same within three years from the said date, but the time for the completion of certain sections of the said railway may be extended by the said Municipality upon good cause for such extension of time being shown.

23. The fares to be charged by the said Company shall not exceed a rate per mile of three cents for each adult and one and one-half cents for each child under twelve years of age, but the said Company shall not be obliged to carry any adult passenger any distance for less than five cents, nor any child of the age aforesaid for less than three cents, but between the hours of eleven o'clock in the evening and six o'clock in the morning the said Company shall have the right to charge double the said fares.

24. It is expressly understood and agreed by and between the parties hereto that this indenture is to be construed as

giving only such permission or franchise as the said Municipality has power to give, and if it shall be held by any court of competent jurisdiction that the said Municipality has not power to give the permission or franchise hereby assumed to be given, this indenture shall thereupon be null and void and of no effect.

25. And the said Company for itself, its successors and assigns, covenants and agrees with the said Municipality, its successors and assigns, that the said Company will forever hold harmless and indemnify the said Municipality, its successors and assigns, for all damages, costs and charges arising out of or in consequence of or in connection with the prosecution or defence of any suit, action or proceeding that may be undertaken at the instance of the said Company or its assigns for the purpose of ascertaining or declaring what powers may be possessed by the said Municipality to give an exclusive or other right to erect or maintain tracks or railways on the said roads and highways in this indenture referred to, or in any manner calling in question any rights given or arising out of or intended to be given or to arise out of this indenture, and the said Municipality hereby agrees to prosecute or defend in the name of the said Municipality any action under this section which the said Company or its assigns may deem advisable in its interests to be prosecuted or defended, provided that before the said Municipality shall be bound to enter upon any such prosecution or defence the said Company or its assigns shall give such security as may be approved of by the said Municipality for the performance and fulfilment and indemnification provided for by this section.

26. It is hereby agreed by and between the parties hereto for themselves, their successors and assigns, that whenever in this agreement any matter or thing is to be done or performed subject to the permission, consent, concurrence or direction of the said Municipality, such permission, consent, concurrence or direction shall be sufficient if given by such officer or committee as may be appointed for that purpose by the said Municipality or by any committee thereof authorized to make such appointment, and the services of any professional officer appointed by virtue hereof shall be paid for by the said Company.

In witness whereof the said Municipality, being the corporation of the township of Scarboro', has hereunto affixed its corporate seal by the hands of the reeve and clerk of the said township, and the said Company, The Toronto and Scarboro' Electric Railway, Light and Power Company (Lim-

ted), has hereunto affixed its corporate seal by the hands of the vice-president and secretary.

Signed, sealed, executed and delivered in the presence of

LEVI E. ANNIS,  
*For the Reeve and Clerk.*

THOS. A. ROWAN,  
As to signatures of John Hallam and A. W. Dingman.

JOHN RICHARDSON,  
*Reeve.*  
[L.S.]

THOS. CRAWFORD,  
*Clerk.*

JOHN HALLAM,  
*Vice-president.*

A. W. DINGMAN,  
*Secretary.* [L.S.]

3 Edw. VII., c. 19.

The Consolidated Municipal Act, 1903.

[Assented to 27th June, 1903.]

\* \* \* \* \*

**276.** (4) The Council may fix by by-law the salaries to be paid to the members of the Board of Control, but the same shall not exceed for each member the sum of \$2,500 per annum: 5 Edw. VII. cap. 22, s. 11.

**276b.** (1) Notwithstanding anything in this Act or in any special Act contained upon and from the date of the next municipal elections, the Municipal Council of the City of Toronto shall thereafter consist of the Mayor and four Controllers to be elected from the City at large, and eighteen Aldermen, three of whom shall be elected from each of the six Wards of the City, and the four Controllers so elected, together with the Mayor, shall be the Board of Control for the said City.

(2) Each elector entitled to vote for Mayor shall also be entitled to vote for four persons to be elected Controllers, and Aldermen for one or more thereof less than four, and the Aldermen shall be elected in the manner at present provided by law by the municipal electors entitled to vote in each of the Wards in which they may be qualified so to vote.

(3) The candidates for the office of Controller shall be nominated at the same time and place and in the same manner as candidates for the office of Mayor are nominated,

and the provisions of this Act providing for the nomination and election of a Mayor, including election by acclamation and the filling of any vacancy that may occur in the said office, shall, except as otherwise provided herein *mutatis mutandis*, apply to the nomination and election of Controllers.

Voting for  
Controllers.

(4) Any person desiring to vote for a Controller or for Controllers shall do so by placing a cross opposite the name or names of the candidates for whom he so desires to vote: 5 Edw. VII., cap. 22, s. 12.

Qualification  
of Controller  
in the City of  
Toronto.

(5) No person shall be qualified to be elected to the office of Controller who does not possess the property and other qualifications as required for Mayor by section 76 of this Act: 6 Edw. VII., cap. 34, s. 14.

Directions to  
voters.

(6) When at any such election in the City of Toronto less than four Controllers are to be elected then each elector shall only have the right to vote for as many candidates as are to be elected: 5 Edw. VII., cap. 22, s. 14.

Controllers to  
have powers  
of aldermen.

(7) All powers, duties and obligations given, conferred or placed upon Aldermen in cities shall be possessed and exercised by, and shall be binding upon any Controller provided for under this section.

General pro-  
visions not  
applicable.

(8) Sub-sections 1, 2, 5, 6 and 7 of section 276 of this Act shall not apply to the City of Toronto.

Duties of  
Board of  
Control.

**277.—(1)** It shall be the duty of the Board of Control:—

(a) To prepare an estimate of the proposed expenditure of the year and certify the same to the Council for its consideration. The Council shall not appropriate or expend, nor shall any officer thereof expend or direct the expenditure of, any sum or sums not included in or provided for by such estimates or in or by any special or supplementary estimates duly certified by the Board to the Council, without the affirmative vote of two-thirds of the members of the Council present and voting, authorizing such additional appropriation or expenditure. But this prohibition shall not extend to the payment of any debenture, or other debt or liability lawfully contracted and payable, nor to the interest thereon.

Awarding  
contracts.

(b) To prepare specifications for and award all contracts and for that purpose to call for all tenders for works, material and supplies, implements or machinery or any other goods or property required and which may lawfully be purchased for the use of the Corporation, and to report their action to the Council at its next meeting. Upon the opening of any tenders, the Chairman or Board shall require the presence of the head of the department or sub-department with which the subject matter of such tender is con-

nected, and of the City Solicitor when required. Such head of department may take part in any discussion at the Board relating to such tenders, but shall not be entitled to vote. The Council shall not, unless upon an affirmative vote of at least two-thirds of the members of the Council present and voting, reverse or vary the action of the Board of Control in respect of such tender and decision of the Board thereon, when the effect of such vote would be to increase the cost of the work or to award the contract to a tenderer other than that one to whom the Board of Control has awarded it.

(c) To inspect and report to the Council monthly or oftener upon all municipal works being carried on or in progress within the city. Inspecting  
municipal  
works.

(d) To nominate to the Council all heads of departments and sub-departments in case of any vacancy, and, after a favorable report by the head of the department, any other officer of the Corporation required to be appointed by by-law or resolution of the Council, and any other permanent officers, clerks or assistants, and to recommend the salaries of all officers and clerks; and no head of department or sub-department or other permanent officer, clerk or assistant as aforesaid shall be appointed or selected by the Council in the absence of such nomination without an affirmative vote of at least two-thirds of the members of the Council present and voting; but the Council may, by a majority vote, refer such nomination back to the Board of Control for reconsideration. Nominating  
officers of  
corporation.

(e) To dismiss or suspend any head of a department and forthwith to report such dismissal or suspension to the Council. Where any head of department has been dismissed by the Board, he shall not be reappointed or reinstated by the Council unless upon an affirmative vote of at least two-thirds of the members of the Council present and voting. Suspension or  
dismissal of  
officers.

(f) To discharge all other duties heretofore assigned to or discharged by the Board of Administration under any by-law of the municipality. Other duties.

(2) In the absence of any by-law of the Council prescribing the mode of appointment of all or any other subordinate officers, clerks, assistants, employees, servants and workmen not included in clauses (d) and (e) of the preceding subsection, and required by any department or sub-department for the due and proper discharge and performance of the duties and work thereof, the Board may, by regulation or resolution, direct by whom and in what manner such subordinate officers, assistants, employees, servants or workmen shall be appointed, engaged or employed. Controlling  
appointment  
and duties of  
subordinate  
officers.

Submission of by-laws, etc. (3) The Board may, from time to time, submit proposed by-laws to the Council, and where in the opinion of the Board it is desirable, may amalgamate departments or sub-departments.

Secretary of Board. (4) The Board may appoint a secretary or clerk, whose duty it shall be to keep minutes of all proceedings of the Board, and prepare all reports and other proceedings of the Board; and he shall perform such other duties and services as may be assigned to him from time to time by the Board, the Mayor or the Council.

Council may impose other duties on Board. (5) The Council may by by-law or resolution impose upon or assign to the Board of Control such other duties as to the Council may seem meet. And the Board shall, when so required by resolution of the Council, and upon one week's notice thereof, return to the Council copies of the minutes of its meetings, and any other information in their possession which the Council may require.

Referring back matters for reconsideration by Board. (6) Nothing in this section contained shall prevent the Council (by a vote of the majority of the members of the Council present and voting) from referring back to the Board of Control any report, question, matter or thing for reconsideration.

Recording votes on action of Board. (7) In all cases where it is sought in Council to reverse, set aside or vary the action of the Board of Control, or where a two-thirds vote of the members of the Council present and voting is required for any purpose, the vote by yeas and nays shall be recorded in the minutes of the Council.

School Boards, etc., to send in estimates before 1st March. (8) The Public School Board, the Separate School Board and the High School Board, the Board of Police Commissioners and the Board of Management of the Public Library of the City respectively, shall furnish to the said Board of Control on or before the first day of March in each year, their several and respective annual estimates.

Certain officers not to be nominated by Board. (9) Clause (d) of sub-section 1 of this section shall not apply to any member of the fire department of the City, except the head thereof, nor to any assessor except the Assessment Commissioner, nor to the representatives (if any) of the Council at or upon the Board of any harbour trust, or of any corporation to which the Council is entitled to elect a representative, nor to the members of the Court of Revision of the City. And nothing in this section contained shall deprive any head of department of the power which he possessed on the 7th day of April, 1896, under any by-law or otherwise, to dismiss any subordinate officer, clerk or employee.

Exclusive rights of Board. (10) Notwithstanding anything in this Act contained, the duties herein assigned to the Board of Control shall be

discharged exclusively by the said Board, except in the cases provided for in sub-section 3 of this section.

\* \* \* \* \*

**506.** (2) In the case of the Crown Attorney of the City of Toronto, the City Council of the City of Toronto shall provide proper offices, together with fuel, light, stationery and furniture.

**538.** By-laws may be passed by the Councils of the municipalities and for the purposes in this section respectively mentioned, that is to say:—

\* \* \* \* \*

By the Councils of certain cities:—

(2) In cities having a population of 100,000 or over the Council may by by-law determine that an annual remuneration not exceeding \$300 may be paid to aldermen, and that an annual remuneration not exceeding \$100 in addition may be paid to the chairman of the standing committees and of the Court of Revision and the Local Board of Health, and it shall be thereby provided that in the case of such aldermen or chairmen there shall be deductions from such remuneration on account of absence from meetings of the council or committees or of the Court of Revision or the Local Board of Health.

\* \* \* \* \*

**587.** By-laws may be passed by the councils of the municipalities and for the purposes in this section respectively mentioned, that is to say:—

\* \* \* \* \*

Grants to Universities, Colleges and Societies, by the Councils of counties, cities and towns:—

(5) For making grants in aid of the University of Toronto or Upper Canada College, or any other University or College within Ontario, or any historical, literary, or scientific society, and for creating a debt therefor, and for the issue of debentures for the amount of such debt: and such grants may be made from time to time, and may be either by one payment, or by an annual payment for a limited number of years, and upon such terms and considerations as may be agreed upon, and the municipal Council of the City of Toronto may so grant to Upper Canada College water from the City Water Works, with or without any charge therefor.

\* \* \* \* \*

2 Edw. VII., c. 41 (Dom.)

An Act respecting the Bell Telephone Company of Canada.

[Assented to 15th May, 1902.]

\* \* \* \* \*

Company to furnish telephones and service upon application and tender of rates.

Proviso.

Governor-in-Council to regulate rates.

Principles of regulation.

Governor-in-Council may order inquiry by a Judge.

Expense.

Powers of Judge.

**2.** Upon the application of any person, firm or corporation within the city, town or village or other territory within which a general service is given and where a telephone is required for any lawful purpose, the company shall, with all reasonable despatch, furnish telephones of the latest improved design then in use by the company in the locality, and telephone service for premises fronting upon any highway, street, lane or other place along, over, under or upon which the company has constructed, or may hereafter construct, a main or branch telephone service or system, upon tender or payment of the lawful rates semi-annually in advance, provided that the instrument be not situate further than two hundred feet from such highway, street, lane or other place.

**3.** The rates for telephone service in any municipality may be increased or diminished by order of the Governor in Council, upon the application of the company or of any interested municipality, and thereafter the rates so ordered shall be the rates under this Act until again similarly adjusted by the Governor in Council.

**2.** In increasing or diminishing said rates due regard shall be had to the principle embodied in section 3 of chapter 67 of the Statutes of 1892, and to new conditions which have obtained since.

**3.** In the case of any such application the Governor in Council may commission or empower any Judge of the Supreme Court or Exchequer Court of Canada, or of any Superior Court in any Province of Canada, to enquire in a summary way into and report to the Governor in Council whether such increase or diminution should be made, and as to the expenses incurred in and about the application and inquiry.

**4.** The Governor in Council may order the whole or any part of such expenses to be borne by the municipality or by the company.

**5.** The Judge may compel the attendance of witnesses and examine them under oath, and require the production of

books and papers, and shall have such other necessary powers as are conferred upon him by the Governor in Council for the purposes of such inquiry.

6. Any order made under this Act by the Governor in Council may be made an Order of the Exchequer Court of Canada, or of any Superior Court of any Province of Canada, and shall be enforced in like manner as any Rule or Order of such Court.

\* \* \* \* \*

---

**6 Edw. VII., c. 61 (Dom.)**

**An Act Respecting the Bell Telephone Company of Canada.**

[*Assented to 13th July, 1906.]*

WHEREAS the Bell Telephone Company of Canada has by Preamble its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The capital stock of the Bell Telephone Company of Canada may be increased from time to time by such amounts as the shareholders deem necessary for the proper extension of the undertaking of the said Company, such increases to be effected by resolution of the directors by and with the consent of a majority in value of the shareholders present or represented by proxy at any annual general meeting or at any special general meeting of shareholders called for that purpose; provided that the total capital of the said Company, including the present authorized stock, shall not exceed fifty million dollars.

2. This Act and the Bell Telephone Company of Canada Railway Act, 1903, c. 58, to which reference is made in section 1, shall apply subject to the provisions of the Railway Act, 1903, and amendments thereto.

3 Edw. VII., c. 31 (Ont.) as amended by 4 Edw. VII., c. 32, and 5 Edw. VII., c. 34.

An Act Respecting Boards of Education in Certain Cities.

[Assented to 12th June, 1903.]

**H**IS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Boards of  
Education in  
cities of  
100,000  
inhabitants.

1. In every city having 100,000 inhabitants or more, in lieu of the Board of Public School Trustees and the Board of High School Trustees and the Board of Management of Technical Schools heretofore elected or appointed in such city there shall be a Board to be styled "The Board of Education for the City of....." (naming the city), which shall possess all the powers and shall perform all the duties heretofore possessed and performed by the Boards of High School Trustees and Public School Trustees and the Board of Management of Technical Schools in such city, and upon the organization of the said Board of Education all the property vested in the Board of Public School Trustees and the Board of High School Trustees and the Board of Management of Technical Schools in such city shall become vested in the Board of Education, and all debts, contracts and agreements for which the said respective Boards were liable shall become obligations of the Board of Education.

Constitution  
of Board.

2. The said Board of Education shall be composed as follows:—

(1) Twelve members to be elected by a general vote of the persons qualified to vote at elections for members of a Public School Board in such city, and two members to be appointed by the Separate School Board of such city.

Mode of  
election.

(2) The members to be elected as aforesaid shall be elected by general vote of the persons qualified to vote for public school trustees in any such city and the election shall be held at the same time and place and by the same returning officer and shall be conducted in the same manner as the election of mayor: and, save as otherwise provided by this Act, all the provisions of The Public Schools Act respecting the election of trustees by ballot shall apply to the said election of members of the Board of Education, but no person shall vote more than once for members of the said Board.

(3) Each person qualified to vote as aforesaid shall be entitled to as many votes as there are members to be elected to the said Board, but not more than one vote to each candidate.

(4) At the first election under this Act, twelve members of the said Board shall be elected, and six of the members so elected who receive the highest number of votes shall continue in office for two years thereafter and until their successors have been elected under this Act, and the new Board organized, and the remaining six shall continue in office for one year and until their successors have been elected under this Act and the new Board organized.

(5) At each annual election after the first, six members shall be so elected for two years to fill the places of members retiring.

3. In case by reason of two or more members receiving an equal number of votes at the first election, the question of the retirement of one or more of them at the end of the first year is in doubt, and in case no agreement as to which of such members shall retire is reached at the first meeting of the Board, then at the next meeting the question shall be determined by lots to be cast by the secretary or secretary-treasurer in the presence of the Board, and the result shall be entered upon the minutes of the Board. The six members retiring shall be eligible for re-election.

4. In case the office of an elected member becomes vacant from any cause, the remaining members of the Board shall, at the first meeting after such vacancy occurs, elect some duly qualified person to fill such vacancy, and the person so elected shall hold his seat for the remainder of the term for which his predecessor was elected.

5.—(1) The appointment of the members to the said Board by the Separate School Board shall be made at the first meeting of the Separate School Board in the year 1904 and at its first meeting in every second year thereafter.

(2) The member so appointed shall hold office for two years and until his successor is appointed and shall be eligible for re-appointment.

6. No member of the Separate School Board shall be eligible for appointment or election as a member of the said Board.

7. In case any person appointed to said Board of Education by the Separate School Board shall die, resign or re-

Term of office  
of elected  
members.

Determining  
question of  
retirement  
where two  
members have  
equal number  
of votes.

Vacancies  
among elected  
members.

Appointment  
by Separate  
School Board.

Term of office  
of appointed  
member.

Members of  
Separate  
School Board  
not eligible.

Vacancy in  
representation  
of Separate  
School Board.

move from the municipality or vacate his office before the expiration of the term for which he is appointed, the vacancy so caused shall be filled forthwith by the Separate School Board, and the person appointed to fill such vacancy shall hold office for the unexpired term of the person whose place became vacant as aforesaid.

First meeting  
of Board.

**8.** The first meeting of the said Board of Education in each year shall be held at the hour of eight o'clock in the afternoon of the Thursday after the first Monday in January, in the Board Room provided for the Board of Education in the Municipal Building.

Chairman,  
secretary,  
treasurer.

**9.** At the first meeting of the said Board in every year the members of the Board shall elect a chairman, and at the first meeting held after the passing of this Act the Board shall also elect a secretary and treasurer or a secretary-treasurer who shall hold office until removed by the Board.

Quorum.

**10.** A majority of the members of the Board shall form a quorum.

Equality of  
votes in  
election of  
chairman.

**11.** In case of an equality of votes at the election of chairman the member who is assessed for the largest sum on the last revised assessment roll shall have a second or casting vote in addition to his vote as a member of the Board.

Chairman to  
vote, and tie  
to negative  
question.

**12.** The chairman of the Board may vote with the other members of the Board on all questions upon which as a member of the Board he is entitled to vote, and any question on which there is an equality of votes shall be deemed to be negatived.

Representa-  
tive of Sepa-  
rate Schools  
not to vote on  
Public School  
matters.

**13.** The members appointed by the Separate School Board shall not vote or otherwise take part in any of the proceedings of the Board of Education exclusively affecting the public schools.

Qualification  
of members.

**14.** No person shall be elected to the Board of Education who is not qualified to be elected as a trustee of a Public School Board under *The Public Schools Act*.

Disqualifica-  
tion.

1 Edw. VII,  
cc. 39, 40.

**15.** The provisions of *The Public Schools Act* and *The High Schools Act* respecting the disqualification of persons from being elected or appointed to, and from sitting and voting as members of the said Boards respectively, shall apply to the said Board of Education as if the said Board was named therein instead of the Board of High School Trustees or Board of Public School Trustees respectively.

Board to be a  
corporation.

**16. (1)** Every Board of Education constituted by this Act shall be a corporation by the name of "The Board of Educa-

tion for the City of " (naming the city) and shall have and possess all the powers usually possessed by corporations so far as the same are necessary for carrying out the purposes of this Act and of *The Public Schools Act* 1 Edw. VII., and of *The High Schools Act* and of *The Act respecting the Technical Schools* and of all amendments to the said Acts <sup>cc. 39, 40.</sup> Rev. Stat. c. 301. and of any by-law of the municipality establishing or relating to a technical school.

(2) The first election of members for the Board of Education under this Act shall take place at the time of holding the next ensuing municipal elections for 1904; but nothing in this Act contained shall affect the Public School Board or High School Board or the Board of Management of Technical Schools in such city for the year 1903. <sup>First election of members of Board.</sup>

**17.** The Board of Education of every city to which this Act applies shall appoint an inspector of the Public Schools for such city. When the teachers in charge of separate departments engaged by such Board exceed three hundred in number, the Board shall appoint two inspectors, and likewise an additional inspector for every three hundred teachers on the staff above six hundred. <sup>Appointment of inspectors.</sup>

**18.** In the event of more public school inspectors than one being appointed, the Board of Education shall divide the city into as many territorial divisions as there are inspectors, and assign one inspector to each division, and may change inspectors from one division to another: but no territorial division so made shall contain more teachers in charge of separate departments than the number prescribed in section 17 hereof; or, at its discretion, the Board may designate such officers "Chief Inspector" and "Inspectors," and may prescribe the duties of each, provided always that the duties so prescribed shall not be inconsistent with the provisions of *The Public Schools Act* in that behalf. <sup>Division of city into territorial districts, according to number of inspectors.</sup>

**19.** The Board of Education may make such modification of the prescribed high school courses of study to be undertaken in each of the high schools under its jurisdiction as it deems expedient, and may provide for special or advanced instruction in any of such courses, and may designate such schools, or any one of them, as English, Science, Commercial, Technical or Classical High Schools, according to the course or courses of instruction provided for each, but all such courses must be approved by the Minister of Education, and the accommodation and equipment of the school and the qualifications of the staff be subject to the regulations of the Education Department. <sup>Provision for special and advanced courses of instruction in High Schools.</sup>

Act incorporated with 1 Edw. VII., *Schools Act* and *The High Schools Act* and of *The Act recc. 39, 40, and specting Technical Schools*, and the said Acts are hereby Rev. Stat., c. 301. amended to conform to the provisions hereinbefore contained.

\* \* \* \* \*

---

4 Edw. VII., c. 98.

An Act to Further Extend the Powers of the Consumers' Gas Company of Toronto.

[Assented to 26th April, 1904.]

Preamble.

WHEREAS the Consumers' Gas Company of Toronto have petitioned for authority to increase the capital stock of the said Company to meet the requirements of the rapidly increasing population of the City of Toronto, and it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Increase of capital stock authorized.

1. It shall be lawful for the Company to add to their present authorized capital stock an amount not exceeding \$1,500,000, divided into shares of \$50 each, provided that such increase of capital stock shall be first agreed upon by a majority of the votes of the shareholders present at any annual general meeting or meetings, or at any special meeting or meetings called from time to time for that purpose.

Stock may be issued in parcels.

2. It shall not be obligatory upon the Company to sell, at one time, the whole amount of stock authorized by this Act, but the Company may, from time to time, limit the number of shares to be offered for sale to such an amount as may be from time to time agreed and decided upon by a majority of votes of shareholders present at any general or special meetings of the shareholders as aforesaid called for that purpose.

Notice of meetings.

3. The notice of any special meeting or meetings of the shareholders of the Company called by the directors of the Company in pursuance of this Act may be given by inserting a notice, specifying the time, place and object of such meeting, in at least two daily newspapers published in the City of Toronto in each issue thereof during the three weeks next preceding the day fixed for such meeting.

**4.** All shares to be issued under the provisions of this Act shall be sold by public auction after three weeks' notice in two of the daily newspapers published in the City of Toronto, and after the Company has given the Mayor of the City of Toronto three months' notice of its intention to offer for sale any of the said shares, such shares to be put up in lots of ten shares each.

**5.** All surplus realized over the par value of the shares sold, as hereinbefore set forth, shall be added to the rest or reserve fund of the Company, and the limit, as heretofore authorized, of the said rest or reserve fund shall be enlarged by the amount of such surplus and no more; the true intent and meaning being that the Company may at all times have and maintain a rest or reserve fund equal to, but not exceeding, the amount of one-half of the then paid-up capital stock of the Company for the first \$2,000,000 of the said capital stock, together with the amount of the surplus realized over the par value of all shares then sold out of the \$1,500,000 capital stock by this Act authorized.

**6.** The shares of such increased stock shall be paid in, together with the premiums (if any) thereon, by such instalments and at such times and places and under such regulations as the directors may from time to time appoint.

**7.** This Act is to be read with and as if forming a part of the Act passed in the 50th year of the reign of Her late Majesty, Queen Victoria, chaptered 85, and intituled *An Act to further extend the powers of the Consumers' Gas Company of Toronto*, and, except in so far as the same are inconsistent herewith, all the provisions of the said last mentioned Act are confirmed and are declared to apply in every respect to the additional capital stock and increased rest or reserve fund hereby authorized and the same are to be read with this Act.

5 Edw. VII., c. 114.

An Act to amend the Act Incorporating the Industrial Exhibition Association of Toronto.

[Assented to 25th May, 1905.]

WHEREAS the Industrial Exhibition Association of Toronto has by its petition represented that by its Act of Incorporation passed in the 42nd year of the reign of Her late Majesty Queen Victoria and chaptered 81, as amended

by an Act passed in the 61st year of the reign of Her late Majesty and chaptered 54, and by an Act passed in the 2nd year of the reign of His Majesty King Edward VII. and chaptered 65, it was provided that its membership should consist of representatives from certain corporations, associations or bodies therein named; and from such other corporations, associations, organizations or societies not named therein as might from time to time be appointed in the manner therein provided, and that a number of the said corporations, associations or bodies are now no longer in existence or have no material interest in the said Exhibition Association, and that it is desirable that the same should no longer have representation or as large representation in the membership of the said Association and that instead thereof there should be added to the said membership representatives from such societies and associations as are actively engaged in the encouragement of Canada's manufacturing, agricultural and horticultural industries; and that doubts have arisen as to the powers of the said Association with respect to contracts for purposes of amusement or entertainment; and whereas the said Association has prayed that an Act may be passed for the purpose of establishing its membership upon the lines aforesaid and for changing the mode of election of Directors and for removing doubts as to its powers as aforesaid; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

42 V., c. 81.  
s. 4 amended.

1. Section 4 of the Act passed in the forty-second year of the reign of Her late Majesty Queen Victoria, and chaptered 81, intituled *An Act to Incorporate the Industrial Exhibition Association of Toronto*, as amended by 61 Victoria, chapter 54, section 2, and by 2 Edward VII., chapter 65, section 1, is repealed and the following substituted therefor:—

Members of  
Association.

“4.—(1) The membership of the Industrial Exhibition Association shall be divided into three sections as follows:—

“(a) The City Council.

“(b) Manufacturers, Liberal Arts and Miscellaneous; and

“(c) Agricultural.

“(2) The City Council section shall consist of the Mayor and Members of the Council of the City of Toronto, the City Treasurer, the Park Commissioner and the City Clerk.

“(3) The Manufacturers, Liberal Arts and Miscellaneous section shall consist of twelve representatives from the

Canadian Manufacturers' Association, five representatives from the Board of Trade of the City of Toronto, two representatives from each of the following bodies:—The Ontario Society of Artists, The Canadian Press Association, The Retail Merchants' Association of Canada, The Toronto District Labor Council, The Commercial Travellers' Association of Canada, and one representative from each of the following bodies:—The Ontario Association of Architects, The Toronto License Holders Protective Association, The Board of Education of the City of Toronto, The Toronto Camera Club, and The Toronto Natural History Society; such representatives to be named and appointed by the said several bodies at their annual meeting for the election of officers.

“(4) The Agricultural section shall consist of the Minister of Agriculture and the President of the Ontario Agricultural College; two members of the County Council of the County of York to be named and appointed by the said Council at the time of the appointment of the several Standing Committees thereof for the year; two members from each of the following bodies:—The Dominion Short Horn Association, Dominion Sheep Breeders' Association, Dominion Swine Breeders' Association, The Canadian Kennel Club, The Toronto Electoral District Agricultural Society, The Ontario Fruit Growers' Association and the Toronto Gardeners' and Florists' Association; one member from each of the following organizations:—The Canadian Horse Breeders' Association, Canadian Pony Society, Clydesdale Horse Association, Hackney Horse Society, The Harness, Hunter and Saddle Horse Society of Canada, Shire Horse Association, Toronto Driving Club, Ontario Veterinary Association, Ontario Jockey Club, Toronto Hunt Club, Aberdeen Angus Association, Canadian Ayrshire Breeders' Association, Canadian Jersey Cattle Club, Dominion Cattle Breeders' Association, The Hereford Breeders' Association, The Holstein-Friesian Association of Canada, The Dominion Live Stock Dealers' Association, The Poultry Breeders' Association of Toronto, The Canadian Pigeon Fanciers' Association, The Toronto Canary and Cage Bird Society, The Toronto Poultry Association, Western Ontario Poultry Association, Canadian Horticultural Association, The Toronto Horticultural Society, The Eastern Ontario Dairymen's Association, The Dairymen's Association of Western Ontario, and the Ontario Bee Keepers' Association; such representatives to be named and appointed by the said several bodies at their annual meeting for the election of officers.

“(5) The representatives to the said three sections, together with such representatives from other bodies as the

said Association may admit to membership as hereinafter provided, shall constitute the said Industrial Exhibition Association of Toronto, and the said several persons and representatives named or hereafter to be admitted under the provisions shall be the members of the said Industrial Exhibition Association of Toronto.

“(6) The said Association may, by by-law passed at any annual or other general meeting thereof, admit to membership in the said Association such number of representatives of other bodies or such other persons as they may, upon the recommendation of the Board of Directors, see fit, and may assign the same to one or other of the sections lettered (b) and (c) in section 4 of this Act; and the said Association may, by by-law passed as aforesaid, cancel the membership of any body or organization or of any person, but such by-law shall have no force or effect until approved of by the Lieutenant-Governor in Council.”

42 V., c. 81,  
s. 9 amended.

2. Section 9 of the said Act, as amended by 2 Edward VII., chapter 65, section 2, is repealed and the following substituted therefor:—

Directors.

“9.—(1) The Board of Directors shall consist of twenty-five persons as follows:—The Minister of Agriculture, eight representatives from the City Council, viz., the Mayor, and seven members of the Council to be named and appointed at its inaugural meeting each year; and eight representatives from each of the sections lettered (b) and (c) in section 4 of this Act to be elected by ballot by a plurality of the votes of the members of the Association present in person and voting.

“(2) The Directors so chosen shall, within one week thereafter at a meeting called for that purpose, elect one of their own number to be President, and two others of them to be Vice-Presidents, which President, Vice-Presidents and Directors shall continue in office for one year and until others shall be chosen to fill their places as may be provided for by the by-laws of the said Association; and if any vacancy shall at any time happen by death, resignation or otherwise in the office of President, Vice-President or Directors, the remaining Directors shall supply such vacancy by the appointment of some member of the Association for the remainder of the year; and the election of Directors shall take place annually, either on the anniversary of the day of the first election of Directors or such other day as may be fixed by by-law as hereinafter provided and mentioned.” Provided however that in case of a vacancy occurring by reason of any of the above mentioned causes amongst the directors appointed the said City Council may appoint one of its members to supply such vacancy for the remainder of the year. 8 Edw. VII., chap. 112, s. 7.

3. Section 2 of the said Act is amended by adding after <sup>42 V., c. 81,</sup>  
<sup>s. 2 amended.</sup> the word "Act" in the seventeenth line of the said section  
 the words "and also to provide entertainment or amusement Entertain-  
 ments." to persons visiting its exhibitions by means of music, shows  
 or other attractions and to enter into contracts for such  
 purposes and to allot space for such shows or attractions  
 and to dispose of any contracts for such music, shows or  
 attractions which may not be completed at the close of any  
 exhibition." All contracts for such purposes heretofore en-  
 tered into by the said association are hereby declared to be  
 valid and binding upon the parties thereto save and except  
 any contracts concerning which litigation is now pending.

---

R. S. O. (1897) c. 86.

An Act respecting the Qualification and Appointment  
 of Justices of the Peace.

\* \* \* \* \*

3a. The Lieutenant-Governor in Council may appoint two police magistrates for any city containing not less than 200,000 inhabitants, at salaries to be named in the order making the appointment or by subsequent order. The salaries so named shall be paid by the city quarterly to such police magistrates and shall not exceed the sum of \$5,000 in the case of the senior police magistrate, and \$3,000 in the case of the junior police magistrate.

No police magistrate appointed under this section shall, Not to act as during the continuance of his appointment, act as director of a company or directly or indirectly practice in the profession of the law, or do any manner of conveyancing or prepare any papers or documents to be used in any Court of this Province under the penalty of forfeiture of office. 6 Edw. VII., chap. 19, s. 14.

58 Vict., c. 108.

An Act respecting the Metropolitan Street Railway Company.

[Assented to 16th April, 1895.]

\* \* \* \* \*

2. The Company may run such cars or trains into the City before the hour of ten o'clock in the forenoon, and such transportation of milk on Lord's Day.

cars or trains out of the City after the hour of five o'clock in the afternoon on the Lord's Day, as may be necessary for the transportation of milk exclusively; but no freight of any other kind, and no passengers, shall be carried upon such cars or trains, nor shall it be lawful for the Company to collect any fare or tolls for the transportation of any passengers or freight upon such cars or trains, except for the transportation of milk as aforesaid; and if any passengers or freight, other than milk, be carried or fare or toll be collected, except for milk, upon such cars or trains, the Company and the conductor or person in charge of any such car or train shall be subject to the actions and penalties prescribed by sub-sections 3, 4 and 5 of section 87 of *The Electric Railway Act, 1895*, for any violation of such section, to be recovered and enforced as in the said Act provided. Provided that nothing in this section shall be construed to prevent the running of empty cars or trains, either from the car sheds to any point on the line of railway for the purpose of receiving the milk for transportation as aforesaid, or back to the car sheds after the delivery of the same.

Present rights  
of Company  
not affected.

**3.** Nothing in this Act contained shall be taken or construed to limit or affect any rights, powers or privileges conferred upon the Company by any general or special Act heretofore passed relating to the said Company.

### 60 Vict., c. 92.

### An Act Respecting the Metropolitan Street Railway Company.

[Assented to 13th April, 1897.]

Preamble.

WHEREAS the Metropolitan Street Railway Company has under its Act of incorporation and amendments thereto, constructed and is now operating a railway in the City of Toronto and adjoining municipalities; and whereas the said Company has by its petition prayed that an Act may be passed to extend its line of railway within the county of Simcoe and to build, equip and operate branches and extensions within the counties of York and Simcoe, to increase the number of its directors from time to time, to acquire the assets and franchises and to operate the railway of the Toronto Suburban Street Railway Company and otherwise to extend the powers of the Company; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

**1.** The name of the said Company is hereby changed to <sup>Name of Company.</sup> "The Metropolitan Railway Company," but the powers, rights and liabilities of the Company shall not be affected in any manner by such change of name and all contracts and agreements made, powers exercised, and rights, franchises and property acquired by the said Company under its prior corporate names shall remain valid and binding and become and be the contracts, agreements, powers, rights and property of the Metropolitan Railway Company.

\* \* \* \* \*

**4.** The said railway may be carried along and operated upon such streets and highways as have been or may be authorized by the respective corporations having jurisdiction over the same, and subject to the restrictions and provisions herein contained and under and subject to any agreements between the Company and the councils of any of the said corporations and between the Company and the road companies (if any) interested in such highways. <sup>Carrying railway along streets and highways.</sup>

**5.** The Company may operate its railway or any part thereof by electricity, cable, or horse power. The Company may use steam as a motive power in operating its railway or any part thereof along any street or highway if the corporation within the limits of which such street or highway is situate, consents, and any such corporation is hereby authorized and empowered to give such consent by by-law of its council passed at a meeting of which notice has been given in the *Ontario Gazette*. <sup>Motive power.</sup>

**6.** The Company may purchase or hire electric power from any municipality or other corporation, company or person, and may operate any part of its railway as an electric railway and may construct, maintain and operate works for the production of electricity for motive power for the said railway and for lighting and heating the rolling stock of the Company, and the Company may along that part of its line, branches and extensions outside of the present limits of the City of Toronto sell or lease the electricity so produced to any person or corporation and for such purposes shall possess the powers, rights and privileges conferred upon Joint Stock Companies incorporated under *The Act respecting Companies Rev. Stat., for Steam and Heating or for supplying Electricity for Light, Heat or Power*, but the said Company shall not exercise any <sup>Arrangements for supplying electric power.</sup> <sup>c. 165.</sup>

powers under the last mentioned Act without the consent of the municipality within the limits of which such powers are to be exercised, which consent any such municipality is hereby authorized and empowered to give by by-law of the council;

**Proviso.**

Provided that in the event of the City of Toronto extending its limits so as to include any portion of the said railway such extension of limits shall not affect the rights of the Company at the date of such extension or its property then situate within such extended limits, and the powers conferred by this Act on the Company shall remain as if the said City limits had not been extended, but nothing in this section shall be deemed to confer on the said Company the right to sell electric power within the present limits of the City of Toronto and the said Company shall not have such right notwithstanding the extension of the city limits as aforesaid.

**Agreements  
with other  
companies.**

7. The Company may enter into an agreement with any other company or companies if lawfully authorized to enter into such agreements or with any person or persons for leasing, hiring or use of any electric motors, carriages, cars, rolling stock, and other moveable property from such companies or persons for such time or times and on such terms as may be agreed on; and also may enter into agreements with any railway company or companies, if so lawfully authorized, for the use by one or more of such contracting companies of the locomotives, electric motors, carriages, cars, rolling stock and other movable property of the other or others of them for the running of the cars or carriages of the Company over the track of any other railway company with the consent of such company on such terms as to compensation and otherwise as may be agreed upon.

**Running ar-  
rangements  
with C.P. Ry.  
Co., G.T. Ry.  
Co., etc.**

8. The Company is hereby authorized and empowered to agree with the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, the Toronto Railway Company, the Dominion Express Company, and the Canadian Express Company, or either of them, if lawfully empowered to enter into such agreement, for the interchange of cars and traffic and for connections and running arrangements, upon terms to be approved of by two-thirds in value of the shareholders at a special general meeting to be held for that purpose, and every such agreement shall be valid and binding according to the terms and tenor thereof.

\* \* \* \* \*

**Agreement  
between M.S.  
R. Co., and  
T.S.S.R. Co.**

13. The Company and the Toronto Suburban Street Railway Company (Limited) are authorized and empowered to

enter into an agreement whereby the Company shall acquire from the Toronto Suburban Street Railway Company (Limited), all the assets, franchises, contracts, agreements, rights, powers and privileges, and all other real and personal property of the Toronto Suburban Street Railway Company (Limited), and in the exercise of the powers by this Act conferred the Metropolitan Railway Company may assume all the debts, liabilities, contracts, covenants, agreements and obligations of the Toronto Suburban Street Railway Company (Limited) previously incurred or entered into by it. And upon an indenture to such effect being executed between the two companies the Metropolitan Railway Company shall thereupon and thereby have vested in it all the assets, franchises, contracts, agreements, rights, powers, privileges and franchises of and belonging to the Toronto Suburban Street Railway Company (Limited), and all its real and personal property, subject to all liens, charges, covenants, debts, liabilities, agreements and obligations previously entered into by it. And the Metropolitan Railway Company shall stand in the place of the Toronto Suburban Street Railway Company (Limited) and become entitled to all benefits which the said Company is or may be entitled to in respect of any statute of the Legislature of the Province of Ontario, or in respect of any by-law passed by any municipality, and in respect of any agreement into which the Toronto Suburban Street Railway Company (Limited) has entered, as fully and effectually as if the Metropolitan Railway Company had been named therein as an original party thereto. The Metropolitan Railway Company may make and issue as paid-up stock shares in the Metropolitan Railway Company, and may allot and hand over such stock in payment for the assets, property, rights and franchises of the Toronto Suburban Street Railway Company (Limited), and such issue and allotment of stock shall be binding on the Metropolitan Railway Company, and such stock shall not be assessable for calls.

\*       \*       \*       \*       \*

**16.** Notwithstanding any provision to the contrary in any other Act, the Company's railway may cross the railway of any other company upon a level therewith with the consent of such other company, or with the authority of the Railway Committee of the Privy Council of Canada.

**17.** The several clauses of *The Electric Railway Act, 1895*, Application of and of every Act in amendment thereof, shall only apply to the powers to be exercised by the Company and to the rail-ways and extensions constructed by it outside the County of York county.

York, except in so far as the same are inconsistent with the provisions of this Act.

\* \* \* \* \*

Inconsistent provisions of Acts repealed.

Act not to confer rights to operate by electricity or cable in Toronto.

**19.** All the provisions of the Acts incorporating and relating to the Company which are inconsistent with this Act are hereby repealed.

**20.** Nothing in this Act contained shall be deemed to confer on the said Company the right to use electric or cable power within the limits of the City of Toronto, without the consent of the said City.

Schedules "A" and "B" set forth the agreements made between the County of York and the Metropolitan Railway Company respectively.

**63 Vict., c. 116 (Ont.)**

**An Act respecting the Metropolitan Railway Company.**

[*Assented to 30th April, 1900.*]

Preamble.

WHEREAS The Metropolitan Railway Company, herein-after called "the Company," has, under the various Acts incorporating and relating to the Company, constructed and is now operating in the City of Toronto and adjoining municipalities certain portions of the lines of railway by the said Acts authorized; and whereas it is desirable to extend the time limited for the construction of other portions thereof, and to authorize further extensions of the Company's lines; and whereas the Company by its petition has prayed that it may be enacted as hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

\* \* \* \* \*

Agreements with other electric railway companies.

**3.** The Company may enter into any agreement with the Toronto and Scarborough Electric Railway, Light and Power Company, Limited, or the Toronto and Mimico Electric Railway and Light Company, Limited, or the Toronto Suburban Street Railway Company, Limited, for acquiring by pur-

chase or otherwise, or for taking on lease the railway of any of the said companies, in whole or in part, and the rights, powers, surveys, plans, works, plant, material, machinery, franchises and other property to it belonging, or any portion thereof, on such terms as are agreed upon, and subject to such restrictions as to the directors seem fit, providing that every such agreement shall be first sanctioned by resolution at a special general meeting called for that purpose, at which meeting shareholders representing at least two-thirds in value of the capital stock are present.

**4.** The powers of the Company for the construction and operation of the railway and extensions authorized by the various Acts relating to the Company and by this Act, shall cease and be null and void with respect to any part of such railway and extensions, if

- (a) The construction of such part is not begun before the first day of May, A.D. 1903, or
- (b) If such construction is not finished and such part is not put into operation before the first day of May, A.D. 1905.

**1 Edw. VII., c. 84.**

**An Act respecting the Metropolitan Railway Company.**

[*Assented to 15th April, 1901.*]

**W**HEREAS The Metropolitan Railway Company, herein-after called "The Company," by its petition has in effect prayed that it may be enacted as hereinafter set forth;

And whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

**1.** The Company may purchase, lease and operate the rail-way of the Schomberg and Aurora Railway Company.

Power to acquire Schomberg and Aurora railway.

In case the said Company increases the service now being given upon the highway known as Yonge Street outside of the City of Toronto, the character of the cars to be used, the speed at which the said cars should be run, and generally all

such regulations as may be necessary for the protection of life and property upon the said highway in the proper and lawful user thereof by the public, shall be subject to the approval and determination of the Lieutenant-Governor in Council of the Province.

Rights of  
creditors, etc.,  
preserved.

**2.** The several corporations owning the properties which the Company is empowered to purchase, acquire or lease under the Act relating to the Company passed in the 63rd year of the reign of Her late Majesty Queen Victoria, chapter 116, and under this Act may severally enter into agreements with the Company for conveying or leasing to the Company the several railways, rights, powers, surveys, plans, works, plant, material, machinery, franchises and other property to the said corporation severally belonging on such terms and to be paid for in stock, bonds or such other manner as agreed upon, and subject to such restrictions as to the directors seem fit: provided that each such agreement has been first approved by resolution at an annual general meeting, or a special general meeting called for the purpose, of the shareholders of the Company and of the corporation entering into such agreement respectively.

Agreements as  
to acquiring  
the property  
of other  
companies.

**3.** No such agreement shall prejudice or affect the rights of creditors or persons having claims against or contracts with any of the said companies, and every such agreement shall be subject to the rights, positions and powers of any municipal corporation under any statute, by-law, agreement or otherwise, all which rights, positions and powers may be exercised and enforced as against and with respect to the company and the undertakings, rights, franchises, powers, lines, assets and properties so acquired by it in the same manner and to the same extend and as fully as the same could or might be exercised and enforced as against and with respect to the company entering into such agreement and its undertakings, rights, franchises, powers, lines, assets and properties.

4 Edw. VII., c. 39.

An Act respecting the Toronto Railway Company.

[Assented to 26th April, 1904.]

Preamble.

**W**HÈREAS The Toronto Railway Company has by its petition set forth that it is incorporated under 55 Victoria, Chapter 99, and that it is desirous of obtaining legislation for the purpose hereinafter mentioned;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

**1.** The Toronto Railway Company, hereinafter called “the Company,”

(a) May form a reserve fund out of any of the surplus earnings of the Company, and may from time to time add thereto out of such earning;

(b) May take, or otherwise acquire and become the owner of shares, bonds, debentures, debenture stock and other securities of any of the following companies, namely, The Toronto and Mimico Railway Company, The Toronto and Scarborough Electric Railway Light and Power Company (Limited), The Metropolitan Railway Company, The Schomberg and Aurora Railway Company and The Toronto and York Radial Railway Company;

(c) May from time to time loan its credit to or guarantee the bonds, debentures, debenture stock or other securities or obligations of all or any of said companies, upon such terms as may seem expedient.

**2.** The powers conferred by section 1 may be exercised from time to time by resolution of the Board of Directors, and every guarantee authorized by subsection (c) of said section 1, executed on behalf of the Company under the authority of any resolution of the Board of Directors, shall be binding on the Company; provided that the authority to invest in the stocks aforesaid shall, unless such approval has already been obtained, only be exercised after such investments shall be sanctioned by the vote of not less than two-thirds in value of the shareholders of the Company as may be present in person or represented by proxy at any annual meeting of the Company or at a special general meeting to be called for that purpose.

**3.** The Act passed in the 55th year of the reign of Her late Majesty Queen Victoria, and chaptered 99, incorporating The Toronto Railway Company, is amended by adding thereto the following section:—

29. In the event of the said Company neglecting or refusing to give a service of cars reasonably complying with the provisions of the said agreement and conditions, the Company shall in addition to any other remedies provided by law be liable to pay to the city for such neglect or refusal the sum or sums of \$100 for each day they shall so neglect or refuse,

which sum or sums may be recovered in an action by the said corporation in any court of competent jurisdiction. Such sums or amounts are hereby declared to be in the nature of liquidated damages and shall be so held in any action for the recovery thereof; provided that the provisions of section 46 of the conditions forming part of the schedule to said Act shall not apply to any such neglect or refusal; provided further that any neglect or refusal caused by fire, strikes, civil commotion, the act of God or the King's enemies, shall not be within the provisions hereof.

Proviso.

Proviso.

Rights of city  
at termination  
of franchise  
not affected.

4. Neither this Act nor anything authorized to be done thereunder shall prejudice or affect the rights of the Corporation of the City of Toronto to take over the property of the said Company as provided in the Act incorporating the Company and the agreement and other documents made schedules thereto.

**58 Vict., c. 89 (Ont.), as amended by 60 Vict., c. 81, s. 1.**

### An Act respecting the City of Toronto.

[*Assented to 16th April, 1895.*]

Preamble.

WHEREAS the Corporation of the City of Toronto by petition has prayed for special legislation in regard to the several matters hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Authority to  
contract with  
Toronto Rail-  
way Co. for  
haulage of  
scavengers'  
material.

1. Notwithstanding anything contained in the Act passed by the Legislature of the Province of Ontario in the 55th year of Her Majesty's reign, and chaptered 99, or any other Act of the said Legislature, the Corporation of the City of Toronto is hereby authorized to enter into an agreement with the Toronto Railway Company to haul the material removed by the scavenger department of the City of Toronto for a period of ten years, with the option of renewal for further periods of ten years or less, upon such terms as may be mutually agreed upon, and amongst others, that no percentage is to be payable to the City upon the price paid to the said Company for such hauling.

52 V., c. 74,  
s. 5, amended.

2. Section 5 of chapter 74 of the Acts passed by the Legislature of the Province of Ontario in the 52nd year of Her

Majesty's reign, is amended by striking out the words "three and a half" in the last line of the said section, and by inserting the word "four" in lieu thereof; and the said amendment is to apply at the option of the Council of the Corporation of the City of Toronto, to any by-laws passed during the year 1894 under the said Act, or in any previous year if the debentures thereunder have not issued, or to any debentures issued or to be issued thereunder, and the said Council may amend any such by-laws passed during the year 1894 or previous years, whether submitted to the ratepayers or not, by making the rate of interest 4 per cent. instead of  $3\frac{1}{2}$  per cent., and by reducing the amount of debentures to be issued under such by-laws.

**3.** The Municipal Council of the City of Toronto may pass by-laws for licensing, regulating and governing ferries within the City and harbour of Toronto, and for establishing the rates of ferriage to be taken thereon, and the license fee to be paid for each boat operating upon such ferry, and may in its discretion refuse such license for any ferry boat except ferry boats heretofore licensed and at present engaged in such ferry business so long as such ferry boats pass government inspection, but such by-laws shall contain the provision that no ferry boats not heretofore licensed shall receive a license unless classed A $1\frac{1}{2}$  according to the marine register.

**4.** No by-law passed under the last preceding section shall have effect until assented to by the Lieutenant-Governor in Council.

**5.** The Council of the Corporation of the City of Toronto is hereby authorized to amend the by-law for borrowing \$130,000, submitted to the ratepayers on the 20th day of October, 1894, to raise the money necessary for the widening of the Queen street subway, by making the rate of interest of the debentures thereunder four per cent. instead of three and a half per cent., and such further amendments to the by-law as may be necessary by reason of such change of the rate of interest therein, and the said Council may, notwithstanding the provisions of section 327 of *The Consolidated Municipal Act, 1892*, thereafter pass such by-law.

**6.** (1) The by-laws of the Corporation of the City of Toronto specified in the schedule hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made for payment thereof, are hereby validated and confirmed.

(2) Provided that nothing herein contained shall affect any right which the Canadian Pacific Railway Company has

Rate of interest on debentures.

Assent of Lieutenant-Governor.

Rate of interest on Queen street subway.

Local improvement by-laws confirmed.

Proviso.

or would have but for this Act to have it declared that by-laws 3244, 3245 and 3246 mentioned in the schedule to this Act are invalid or that they are not binding upon the said Company.

**Proviso.**

(3) Provided further that nothing herein contained shall affect the right of the Land Security Company under the agreement made between the said Company and others and the City of Toronto bearing date the 21st day of October, 1887, or otherwise independently of the said agreement in respect of the said by-laws 3244, 3245 and 3246.

**54 V., c. 82,  
amended.**

7. The Act passed in the 54th year of Her Majesty's reign chapter 82 is amended by adding thereto the following section:

**Extension of  
Gladstone  
Avenue.**

15. Nothing in this Act or in the by-law confirmed by section 12 thereof shall operate in the case of any by-law or by-laws for or in connection with the extension as a local improvement of Gladstone avenue to Hamilton street to prevent persons being owners or otherwise interested in lands fronting or abutting upon Hamilton street or north Gladstone Avenue from obtaining against the City any relief to which but for the passing of this Act they would by law have been entitled at any time prior to the passing thereof: 60 Vic. c. 81, s. 1.

**Pending  
actions.**

8. Nothing in section 6 of this Act shall prejudice or affect any action or proceeding now pending with reference to by-law No. 3239 in the said schedule referred to.

*The schedule hereto sets forth the following by-laws, namely: Nos. 3026, 3092, 3126, 3130, 3154, 3177, 3220, 3221, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3248, 3262, 3274, 3275, 3276, 3068, 3261.*

**59 Vict., c. 96 (Ont.)**

**An Act respecting the City of Toronto.**

[*Assented to 7th April, 1896.*]

**Preamble.**

**W**HÈREAS the Corporation of the City of Toronto has by petition prayed for special legislation in respect to the several matters herein set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The Corporation of the City of Toronto may include in its estimates for the year 1896 a sum not exceeding \$5,000, or part thereof, in the estimates for the year 1896 and the balance in the estimates for the year 1897, such money to be applied toward the expenses incurred or to be incurred in connection with the coming meeting of the British Association for the Advancement of Science, to be held in the City of Toronto in the year 1897.

2. The Corporation of the said City may from time to time grant moneys to assist one J. T. Johnston in defraying the costs of an action brought by him against the Consumers' Gas Company of Toronto, to compel (amongst other things) the said Company to invest its funds, as directed by the Act passed by the Legislature of Ontario in the 50th year of Her Majesty's reign, and chaptered 85, and to recoup him for moneys already necessarily expended by him for costs in the prosecution of such action. Provided always that upon the said Corporation, by resolution of the City Council to be hereafter passed, granting any such sums of money to so assist the said J. T. Johnston, the said Corporation shall thereupon become liable to pay the said Company any costs in the said action which may be finally ordered therein to be paid by the said Plaintiffs to the said Defendant Company, and which costs may be recovered after the said final judgment from the said Corporation by the said Company in any court of competent jurisdiction in this Province.

3. The Council of the said Corporation may, without sub- mitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as may from time to time be necessary to authorize an issue of "City of Toronto Consolidated Loan Debentures" to such amount, not exceeding \$200,000, as may be necessary for the purpose of completing the court house and city hall buildings, and may issue any number of debentures, payable in this province or elsewhere, in sums of not less than \$100 each, which may be requisite and necessary therefor; which debentures may be payable any time within forty years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly, and for the purpose of redeeming the said debentures and paying the interest thereon the Council of the said Corporation may in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issuing of debentures therefor, impose a special rate per annum upon all ratable real and personal property within the said municipality over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form

Appropriation  
for meeting of  
British  
Association.

Aid to J. T.  
Johnston in  
action against  
Gas Company.

Proviso.

Power to issue  
debentures to  
\$200,000 for  
completion of  
court house.

a sinking fund to pay off the said debentures at maturity, or the said Corporation may, if necessary, borrow money in advance from banks or other corporations or persons, to pay its share of the cost of completing the court house and City Hall buildings, and then issue debentures for the actual cost of said completion, not exceeding the said sum of \$200,000, to repay said advances.

Agreement  
with Canadian  
P. R. W. Co.  
confirmed.

**4.** A certain agreement made on the 4th day of February, 1895, between the Corporation of the City of Toronto and the Canadian Pacific Railway Company, respecting the York street overhead traffic bridge, and which is printed as Schedule "A" hereto, is hereby validated and confirmed, and the said parties thereto are hereby declared to have and to have had power to do all acts necessary to give effect to the same. If the said Corporation shall from time to time advance to the said Company under the said agreement, any moneys on account of the construction of the said bridge, which the Grand Trunk Railway Company of Canada may or might eventually be declared liable to pay under the Esplanade Agreement, the fact of the same having been advanced by the said Corporation without the Grand Trunk Railway Company requesting the Corporation so to do, shall in no way prevent the Grand Trunk Railway Company from being eventually declared liable to pay the amount or amounts so advanced, and the said Grand Trunk Railway Company shall, notwithstanding the said agreement and advance, remain and be liable to pay towards the cost of said bridge such proportion, if any, as it might have been found liable for under the special case provided for in the Esplanade Agreement, if the said agreement of the 4th of February, 1895, and said advances had not been so made; and the said the Corporation of the City of Toronto shall be entitled to recover the said moneys from the Grand Trunk Railway Company to the extent of such liability by action or otherwise. Nothing, however, in this section contained shall in any way interfere with any pending litigation, but the same shall be considered and determined as if this section had not been passed; provided further that nothing herein contained shall in any way prejudice or affect the rights of the Grand Trunk Railway Company of Canada under the said Esplanade Agreement.

By-laws for  
local improve-  
ments con-  
firmed.

**5.** The by-laws of the Corporation of the City of Toronto specified in Schedule "B," hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made for payment thereof, are hereby validated and confirmed.

Act not to  
affect Jarvis  
v. Toronto.

**6.** Nothing in this Act shall prejudice or affect the question of costs in the case of Jarvis v. The City of Toronto.

## SCHEDULE A.

Agreement made this fourth day of February, one thousand eight hundred and ninety-five, between the Corporation of the City of Toronto hereinafter called "the City," of the one part, and the Canadian Pacific Railway Company, hereinafter called "the Company," of the other part.

The said parties do mutually agree, and each of them agrees with the other, its successors and assigns, as follows, that is to say:

1. As soon as is reasonably practicable after the plans and specifications of the overhead traffic bridge mentioned in clause seven of the agreement known as "the Esplanade Agreement" are approved as therein provided for, the company will commence the construction of the said bridge, and if the City punctually provide one-half of the cost thereof as hereinafter mentioned, the Company will proceed with and complete the said bridge without any delay which can be reasonably avoided, finding as the work progresses the other half of the said cost.

2. The City will on demand from time to time, as the said construction progresses, pay to the Company one-half of the costs thereof, including compensation for property and costs incidental thereto, as provided for in clause eight of the said agreement, so that the Company shall not be at any time called upon to advance more than an equal moiety of the said cost, the amount required from time to time to meet the cost of constructing said bridge being established temporarily by the certificate of the engineer of the Company appointed for that purpose. At the conclusion of the said construction the said account, if desired by either of the parties hereto, to be taken and adjusted by the Judge of the County of York, who may require from the City and the Company all evidence required for his satisfaction, and decide the amount disbursed and contributed by each.

3. In the event of the decision of the dispute between the City and the Grand Trunk Railway Company, mentioned in the said clause eight, being that the Grand Trunk Railway Company is liable to contribute any portion of the said cost, then the City shall reimburse to the said Company whatever sum the Company shall have paid out under the above arrangement, over and above the proportion which the Company is under the terms of the said clause found liable to contribute, and interest thereon at five per cent. per annum.

4. And the City undertakes to use all practicable despatch in having the dispute referred to in clause eight settled so as to define the amount or proportion of the liability, if any, of

the Grand Trunk Railway Company as to contribution in respect to the York street bridge.

In witness whereof the said parties have hereunto affixed their corporate seals and their officers namely; Thomas G. Shaughnessy, vice-president, and Charles Drinkwater, secretary of the Canadian Pacific Railway Company, and Warring Kennedy, Mayor, and Richard Theodore Coady, Treasurer of the City of Toronto, have hereinbefore set their hands the year and day hereinbefore mentioned.

WARRING KENNEDY,

Mayor.

R. T. COADY,

Treasurer.

{ Seal,  
City of Toronto. }

THE CANADIAN PACIFIC RAILWAY COMPANY,

T. G. SHAUGHNESSY,

Vice-President.

C. DRINKWATER,

Secretary.

{ Seal,  
The Canadian  
Pacific Railway  
Co. }

RICHARD MCINTYRE,

As to signatures of Warring  
Kennedy and Richard Theo-  
dore Coady.

E. S. BARTLETT,

As to signatures of Thomas G.  
Shaughnessy and Charles  
Drinkwater.

Signed, sealed and  
delivered in the  
presence of

*Schedule "B," hereto sets forth the following By-laws,  
namely: Nos. 3316, 3318 to 3334 inclusive, 3337, 3338, 3339,  
3343, 3344, 3345 and 3347.*

60 Vict. c. 81 (Ont.)

An Act respecting the City of Toronto.

[Assented to 13th April, 1897.]

Preamble.

WHEREAS the Corporation of the City of Toronto has,  
by its petition, prayed for special legislation in respect  
to the several matters herein set forth; and whereas it is ex-  
pedient to grant the prayer of the said petition:

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. Section 7 of the Act passed by the Legislature of the Province of Ontario in the 58th year of Her Majesty's reign, and chaptered 89, is amended by striking out the words "the assessments upon whose lands are hereby confirmed," in the seventh and eighth lines of said section, and inserting in lieu thereof the following words: "being owners or otherwise interested in lands fronting or abutting upon Hamilton Street or North Gladstone Avenue."

(2) Nothing in this section contained shall prejudice or affect the question of costs of any action or proceeding now pending.

2. The Corporation of the City of Toronto may and shall, within three months after the coming into force of this Act, pass a by-law amending by-law 2841, passed on the 2nd day of February, 1891, so as to provide that the total amount paid or to be paid as the ratepayers' share of the cost of the improvement therein mentioned shall be \$14,000, instead of the sum in the said by-law 2841 mentioned; and assessing the said sum of \$14,000 upon the lands fronting or abutting on Gladstone Avenue between the northerly limit of Dundas Street and the southerly limit of that portion of Gladstone Avenue formerly known as Hamilton Street, according to the frontage thereof on Gladstone Avenue; but the said assessment shall be so made that the frontage rate to be imposed upon the lands fronting or abutting on that portion of Gladstone Avenue between the northerly limit of Dundas Street and the southerly limit of lot 31, as shown on plan D. 6, shall by only one-half of the rate per foot imposed upon the lands fronting or abutting on Gladstone Avenue between the southerly limit of lot 31, plan D 6, and the southerly limit of what was formerly Hamilton Street. The time over which the payments under the said by-law so to be passed as aforesaid is extended so as to be ten years from the date of the passing thereof; and the Corporation of the City of Toronto may and shall assume the balance of the cost of the said improvement over and above \$14,000, as the City's share thereof, and shall make refunds or abatements to all persons who have heretofore paid their assessments under said by-law 2841, or in respect of lands upon which such assessments have been made, so that no person and no lands fronting or abutting on Gladstone Avenue shall in respect of the said improvement be liable for or chargeable with more than the amount of the rates hereby authorized to be imposed in order to make up the said sum of \$14,000.

<sup>58 V., c. 89,</sup>  
<sup>s. 7, amended.</sup>

<sup>City to pass  
by-laws as to  
Gladstone  
Avenue  
assessments,</sup>

Certain  
by-laws con-  
firmed.

3. The by-laws of the Corporation of the City of Toronto specified in schedule "A" hereto, and all debentures issued or to be issued thereunder, and all assessments made for the payment thereof, are hereby validated and confirmed.

Island car  
service agree-  
ment author-  
ized.

4.—(1) A certain agreement made between the said Corporation and the Toronto Railway Company respecting the Island service, and which is printed as Schedule "B" hereto, is hereby validated and confirmed, and the said parties thereto are hereby empowered to do all acts necessary to give effect to the same, and the said Corporation is hereby empowered to expropriate such lands, or such interests therein, as they may deem necessary to carry out the said agreement, making such compensation therefor as the owners thereof may be entitled to, upon the same being determined under the arbitration clauses of *The Municipal Act*, and all sections in the said Act as to expropriation and arbitration shall apply, and also *The Municipal Arbitrations Act*.

(2) The Council of the Corporation of the City of Toronto shall, before undertaking the erection of any bridge or bridges, tunnel or other means of street railway communication with the Island, obtain the approval and consent of the Governor-General of Canada in Council, and shall cause proper plans of survey to be made, and proper plans, profiles, drawings and specifications of the work to be done and improvements to be made, to be prepared, and procure proper estimates of the probable cost of the lands to be taken and of the amount of damages to lands injuriously affected, together with proper estimates of the probable cost of the whole of the works necessary to connect the present street railway system with the proposed Island railway, other than the extension of the tracks of the said railway on the streets of the city, and shall cause the same to be duly published for the information of the ratepayers; and they shall also submit the question of undertaking the said works at the estimated cost to a vote and procure the assent of the electors qualified to vote on money by-laws under the provisions of *The Consolidated Municipal Act, 1892*, and amending Acts in that behalf.

(3) Nothing in this Act or the said agreement contained, or done in pursuance thereof, shall prejudice or affect the rights and positions of the bondholders of the said Railway Company, or of the trustees of the mortgage securing said bonds.

(4) Except in the case of the Queen's Wharf nothing in this section contained shall require the consent of the Governor-General of Canada in Council or the approval of the ratepayers to any work necessary or money to be expended

in providing approaches to the water's edge to bring the street cars to the different steamboat landings.

5. The agreement made between the said Corporation and the Toronto Railway Company respecting the operation of street cars upon the Lord's Day in the City of Toronto, and which is printed as schedule "C" hereto, is hereby validated and confirmed, and the said parties thereto are hereby declared to have and to have had power to do all acts necessary to give effect to the same; but this section and the agreement hereby confirmed is not to have any force or effect unless and until a by-law embodying the same has been approved of by the voters, as provided in the Act passed by this Legislature in the 57th year of Her Majesty's reign, and chaptered 93. Provided, however, that the confirmation of the said agreement or any clause, matter or thing therein contained, or any vote taken thereunder or in pursuance thereof, shall not legalize the running of cars upon the Lord's Day, if the same is a contravention of the Revised Statute, chapter 203, R.S.O., c. 203. intituled *An Act to Prevent the Profanation of the Lord's Day*, and shall not confer on the Railway Company any greater right or power to run a Sunday car service, if the vote should be in favor thereof, than the Railway Company would be entitled to under the legislation of 1892 and 1894, and a vote in favor of Sunday cars taken thereunder. The said Corporation is hereby authorized to impose from time to time penalties, as provided for in the said agreement, and to collect the same if not paid by the said Company by action as if the same were a debt due by the Company to the Corporation, and any penalty imposed by or under the provisions of the said agreement shall not be relieved against by any Court or Judge. The County Court Judge of the County of York, and the Court of Appeal of the Province of Ontario, respectively, shall have jurisdiction to, and it shall be their duty, to hear and determine the matters in the said agreement provided to be determined by them, and no objection shall be competent to either party to the said agreement as to the jurisdiction of the said County Court Judge and the Court of Appeal respectively.

6. Notwithstanding the provisions of section 2 of the Act Don improved passed by this Legislature in the 49th year of Her Majesty's reign, chaptered 66, of section 3 of the Act of 52 Victoria, chaptered 73, and of section 3 of the Act 54 Victoria, chaptered 82, the said Corporation may proceed to assess as authorized by said section 2 without obtaining the certificate of the City Engineer therein referred to, whether the work referred to in the said sections has been completed or not, and in mak-

ing the special assessments authorized by the said Acts, regard shall be had to the provisions of sub-section 3 of section 4 of the firstly mentioned Act, and the fact that the work has not been completed shall be an element to be considered in making the said special assessment.

*Schedule "A" hereto sets forth the following By-laws, namely: Nos. 3232, 3249, 3250, 3290 to 3298 inclusive, 3301, 3302, 3370, 3386 to 3408 inclusive, 3420, 3421, 3422, 3444.*

---

#### SCHEDULE B.

This Indenture, made in triplicate the 26th day of March, A.D. 1897, between the Corporation of the City of Toronto, hereinafter called the "Corporation," of the first part, and the Toronto Railway Company, hereinafter called the "Company," of the second part.

1. Whereas, by an Indenture made the first day of September, 1891, between the said Corporation of the first part, and George Washington Kiely, William McKenzie, Henry Azariah Everett and Chauncey Clark Woodworth, hereinafter called the purchasers of the second part, the said Corporation, for the consideration therein expressed, did grant unto the said purchasers, as therein provided, the right to operate surface street railways in the City of Toronto, excepting on the Island, and other excepted portions of the city as therein specified;

2. And whereas the said purchasers were duly incorporated by an Act of the Legislature of the Province of Ontario, entitled, *An Act to Incorporate the Toronto Railway Company, and to confirm the Agreement between the Corporation of the City of Toronto and George W. Kiely, William McKenzie, Henry A. Everett and Chauncey C. Woodworth*, and the said purchasers have since duly granted and assigned to the Company the said agreement, and all the properties, rights and privileges therein mentioned, subject to the obligations, conditions, agreements and provisoies contained in the said Act of Incorporation and the several schedules incorporated therewith;

3. And whereas by Report Number 2 of the Special Committee of the Council of the said Corporation re Sunday Car Agreement, adopted by the Council on the thirtieth day of December, 1896, it was recommended that an agreement should be prepared respecting the construction and operation of an Island service in pursuance of the proposition contained in a Message of His Worship the Mayor and certain

correspondence between His Worship and Mr. George H. Bertram, on behalf of the Toronto Railway Company, and that the agreement should be approved of by the said Council;

4. And whereas this agreement has been prepared in pursuance of such correspondence, and as such has been approved of by the Council of the said Corporation on the 25th day of March, 1897;

5. Now therefore this Indenture witnesseth that the Corporation and the Company do by these presents mutually and respectively agree with each other, and with the successors and assigns of each other, that the Island, sometimes known as "Hiawatha," be included in the agreement of the first day of September, 1891, as though the Island had not been excepted therefrom but had been included therein, and that all the conditions, agreements and stipulations contained in the said agreement, dated the first day of September, 1891, and in the Act of Incorporation of the Company and the schedules incorporated therewith, inclusive of the obligation of the Company to pay the mileage payments and percentages on the gross receipts under the ninth condition of sale of the street railway franchise of the City of Toronto, and under the fifteenth and sixteenth paragraphs of the said agreement, shall be all valid, binding and operative conditions, agreements, and stipulations between the Corporation and the said Company, and shall relate to and govern all the mutual and respective obligations of the Corporation and the Company, except so far as the same are varied by this agreement.

6. It is mutually agreed by and between the parties hereto, that the Company will extend their track or tracks on the mainland to the water's edge and operate their cars thereon so as to meet the City's requirements for a convenient and efficient Island service to and from the Island by ferries, the City to provide any necessary right of way and to bear any further expense to so reach the water's edge other than providing the necessary material for the tracks, rails, poles, wires and other necessary equipment of the railway and laying, constructing, or erecting the same and operating the cars on the tracks so laid, and as soon as the Council provides a bridge or bridges or other means of communication sufficient to meet the necessities of traffic, the Company will extend their track or tracks to and over such bridge or bridges, or other means of communication to the Island, and lay, extend and locate their tracks upon the Island from time to time where and in such places as in the opinion of the City Engineer and the City Council may be considered reasonable and necessary, but in case of any dispute as to what may be reasonable and necessary, the reasonableness and necessity shall

be settled and finally determined by the person who shall occupy the position of the President of the High Court of Justice for Ontario, or who may perform the duties and have the powers now possessed by that person, or in case such person refuses so to act, then by such person as he may appoint upon the application of either of the parties hereto, upon notice to the other party hereto.

7. And the said Company, for themselves, their successors or assigns, covenant, promise and agree to and with the said Corporation that if the said Company shall neglect or refuse, within a period of three months after notice so to do, to extend their track or tracks on the mainland to the water's edge, or to extend their track or tracks over such bridge or bridges or other means of communication, or to connect the present City service with the said tracks upon the Island, or to lay and extend their tracks upon the Island from time to time as in the opinion of the City Engineer and the City Council may be reasonable or necessary, then and in either or any of such cases, the City Engineer may, either with or without notice, take such steps, procure such material, teams and men, and do such work or things as he may deem advisable to provide such track or tracks, or any or either of them, or towards carrying out this agreement, and any and all expenses so incurred shall be a debt due from the said Company to the said Corporation, and may be recovered as such in any Court of competent jurisdiction;

8. It is also mutually agreed by and between the parties hereto that the right of way upon the Island and the means of access from one part thereof to other parts thereof are to be provided by the said Corporation and need not be otherwise public highways, and the said Corporation is also to make and construct such width of roadway thereon as may be considered necessary by the City Engineer, but the said Corporation shall be under no obligation to construct any particular width of roadway upon the Island.

9. It is also mutually agreed by and between the parties hereto that the Company, immediately after the Corporation has supplied a bridge or bridges or other means of communication to the Island, will proceed, upon instructions from the City Engineer, to construct and operate a railway or railways to and upon the Island, and upon the approaches to the water's edge or over the said bridge or bridges, as may be necessary to carry passengers thereon, and will carry passengers over and operate their entire system and every part thereof at the fares and upon the terms and conditions provided for in the original agreement of the 1st of September, 1891, and any amendments thereto.

10. It is hereby mutually agreed that the Company shall not be required to operate their cars on the Island between the first day of November and the first day of April, in each year; but this shall not in any way lessen the Company's obligation to pay full mileage for the entire year.

11. It is further agreed that the Company will not be required to construct or extend their tracks upon the Island, between the 1st day of September, 1911, and the 31st day of August, 1921.

12. The parties hereto agree to apply from time to time, as the Council of the City of Toronto may consider necessary, to the Legislature of the Province of Ontario to validate and confirm this agreement, and each party hereto will assist in obtaining such legislation.

In witness whereof the parties hereto have affixed their respective seals and set to the signature of the proper officers in that behalf.

Signed, Sealed and Delivered      }  
in the presence of                  }

---

#### SCHEDULE C.

This Indenture, made in triplicate the                day of  
in the year of our Lord one thousand eight hundred and  
ninety-seven, between the Corporation of the City of To-  
ronto, hereinafter called the "Corporation," of the first  
part, and the Toronto Railway Company, hereinafter called  
the "Company," of the second part.

1. Whereas, by an Indenture made the first day of Septem-  
ber, 1891, between the said Corporation of the first part, and  
George Washington Kiely, William McKenzie, Henry Azariah  
Everett and Chauncey Clark Woodworth, thereafter called  
the "Purchasers" of the second part, the said Corporation,  
for the consideration therein expressed, did grant unto the  
said purchasers, as therein provided, the right to operate sur-  
face street railways in the City of Toronto, upon the terms  
and conditions therein mentioned;

2. And whereas the said Purchasers were duly incorporated  
by an Act of the Legislature of the Province of Ontario, inti-  
tuted *An Act to Incorporate the Toronto Railway Com-  
pany and to Confirm an Agreement between the Corpora-  
tion of the City of Toronto and Geo. W. Kiely, William McKen-  
zie, Henry A. Everett and Chauncey C. Woodworth*, and the  
said agreement, with the conditions, documents and schedules

therein referred to, is validated, construed and limited as therein mentioned;

3. And whereas the said Purchasers have duly granted and assigned to the Company the said agreement, and the properties, rights and privileges therein mentioned, and the said Company has been duly substituted as the contracting party with the said Corporation, in the place and stead of the said Purchasers, under the said agreement, and the said agreement, conditions and documents contained in the said Act of incorporation, form the existing contract between the Corporation and the Company in regard to the street railway privilege of the City of Toronto;

4. And whereas it is provided in clause 40 of the conditions annexed to the said agreement that no car shall be run on the Lord's Day until a Sunday service has been approved of by the citizens by a vote taken on the question.

5. And whereas, by section 1 of the said Act, the Company is declared entitled to the exclusive right and privilege of using and working the street railways in and upon the streets of the said city, with certain exceptions therein set out, for the full period of thirty years from the first day of September, 1891, on all days except Sundays, and no longer, but subject nevertheless to all the conditions, provisoies and restrictions in the said agreement expressed or contained, and as thereafter mentioned, and it is therein provided that notwithstanding anything in Schedule "A" thereto, or in the said Act contained, no street car shall run on the Lord's Day, but that nothing therein contained shall extend to prohibit the doing of any act which is not a contravention of the Revised Statute, chapter 203, intituled *An Act to prevent the profanation of the Lord's Day*, if and when such Act shall have been approved of by the citizens by a vote taken on the question, as provided by the said agreement;

6. And whereas, a largely signed petition has been sent in to the Council of the said Corporation asking to have submitted to the vote of the citizens the question of operating a Sunday service, and it is deemed expedient to enter into an agreement as to such Sunday service; and the character and extent thereof, as provided by the Act, 57 Victoria, chapter 93, and this agreement is being entered into upon the assumption that the running of cars upon the Lord's Day is an act not prohibited by the *Lord's Day Act*;

7. Now therefore, this Indenture witnesseth that the Corporation and the Company do by these presents mutually and respectively admit, declare and agree with each other, and with the successors and assigns of each other, that all the

conditions, agreements and stipulations contained in the said agreement dated the first day of September, 1891, and in the Act of incorporation of the Company and the schedules incorporated therewith, inclusive of the obligation of the Company to pay the percentages on the gross receipts under the ninth condition of sale of the street railway franchise of the City of Toronto, and under the sixteenth paragraph of the said agreement, are all valid, binding and operative conditions, agreements, and stipulations between the Corporation and the Company, and do and shall relate to and govern all the mutual and respective obligations of the Corporation and the Company, on Sunday as on every other day of the week, except so far as the same are varied by this agreement.

8. It is mutually agreed that the cars shall be run upon Sundays over the whole and entire system of street railway tracks in the City of Toronto, and any extensions of the same which may be hereafter made during the continuance in force of the agreement hereinbefore in part recited, and shall include a night service if deemed necessary by the City Engineer and the City Council.

9. It is also mutually agreed that the speed of the cars and the number of cars to be run per hour which are necessary on each main line or branch, or any part thereof, shall be as determined by the City Engineer from time to time, and approved of by the Council.

10. It is also mutually agreed by and between the parties hereto that the cars shall not run at a greater speed than four miles an hour while passing any place of worship or Sunday school building during the hours of all services, and the gong or gongs thereon shall not ring within 200 feet of any place of worship or Sunday school building during the hours of all services; provided that the authorities of such church or churches erect a sign on the street line, satisfactory to the City Engineer, announcing their hours of service, and that the performance of this clause may be specifically enforced by the order and injunction of the High Court of Justice.

11. The service upon any street, or portion of the same, may be discontinued if recommended by the City Engineer and mutually agreed upon by the City Council and the Railway Company, but not otherwise, and such service, or any portion or portions thereof, may be thereafter restored by the order of the Engineer with the approval of the City Council, as aforesaid, when such may be considered advisable or necessary.

12. And the said Company, in consideration of the premises and also in consideration of the said Corporation submitting the question of the running of the cars upon Sunday to the vote of the citizens, doth for itself, its successors and assigns, covenant, promise and agree with the said Corporation, that the said Company, its successors and assigns, will not require or permit any of its employees to work in its service more than ten hours per day or more than sixty hours per week, all of which sixty hours' work is to be performed in six days of such week, and that no employee having worked upon six days shall be required or permitted to resume work until he has been a complete day of twenty-four consecutive hours off work, which twenty-four consecutive hours shall be computed from 5.30 o'clock a.m. of such day.

Provided, however, that work rendered necessary by exceptional accidents, unusual storms or civil commotions, or for operating the cars during the time of the Industrial Exhibition not exceeding 12 days in each year, requiring the employment of men for extra work, certified by the City Engineer, or by the County Judge, as hereinafter provided, to have been necessary in the reasonable operation of the railway, shall not be held to be a violation of this section, nor shall the employment of the superintendent and one assistant, the chief engineer and one assistant, the electrician and one assistant, and the roadmasters (not to exceed six in number), while engaged in the necessary work of the Company for parts of seven days of the week be held to be a violation hereof: Provided, however, that either party hereto may within two weeks of the decision of the City Engineer in any matter provided for in this section, communicated to both parties hereto, appeal from such decision to the County Judge, whose decision shall be final and binding upon both parties hereto, and in the event of no appeal being taken within the time aforesaid, the decision of the said City Engineer shall be final and binding upon both parties hereto.

(1) The word "week" in this agreement means any seven consecutive days, whether the same begin with Sunday or any other day of the week.

(2) And the Company, for itself, its successors and assigns, covenants with the said Corporation, that if at any time any Judge of the County Court of the County of York, upon a summary application to him by the said Corporation, of which two days' notice in writing shall be given to the Company, shall adjudge and report to the Council of the said Corporation that there has been a substantial breach of the said covenant, promise and agreement which could reasonably

have been avoided, then the Council of the said Corporation, within three months after the receipt of the said report (or after the final decision of the said question in the event of an appeal), but not afterwards, may pass a resolution annulling any right acquired by the said Company under and by virtue of the said vote or of this agreement to run street cars on Sunday, and upon the passing of such resolution, any such right which may be so acquired by the said Company shall by virtue thereof cease and determine. Provided, however, that in lieu of passing such resolution to annul the rights of the Company to run Sunday cars, the said Council may, for each and every such breach, impose upon the said Company a penalty of \$500, or such lesser sum (not less than \$100) as the said Council may deem reasonable.

(3) And the Company, for itself, its successors and assigns, doth covenant, promise and agree with the Corporation that it will not after the passing of such resolution attempt to exercise any right to run street cars on Sunday which may be acquired by virtue of the said vote, or of this agreement, and the running of street cars on Sunday by virtue of such authority may, after the passing of such resolution, be restrained by the order and injunction of any court of competent jurisdiction, or in the event of the said Council imposing a penalty as hereinbefore is provided, the Company will pay the amount thereof within seven days after being notified of the action of the Council, and if not paid, the said Corporation may recover the same with costs of action in any Court having jurisdiction to the amount of said penalty.

(4) Upon the hearing of such application, the said County Court Judge may summon witnesses, take evidence upon oath, order production of books and papers, and exercise all the other powers mentioned in clause forty-three of the conditions of sale forming part of the existing agreement between the Company and the Corporation and also the powers of an arbitrator under the Acts respecting arbitrations and references, and he shall report to the Council the evidence and his decision thereon and the grounds thereof, and either the Corporation or the Company may, within one month after the date of said report, appeal from the decision of the said Judge to the Court of Appeal for Ontario, and the decision of the Court of Appeal shall be final, and the said parties hereto consent to the said County Court Judge and the said Court of Appeal having jurisdiction to hear, try and determine the matters hereinbefore agreed to be submitted to them respectively.

(5) Provided always and it is hereby declared and agreed by and between the said parties that these presents are pre-

dicated upon the vote of a majority of the citizens being in favor of a Sunday car service, and of a Sunday car service being established in pursuance thereof, and that in the event of any right which may be acquired by the Company under and by virtue of the said vote being annulled by resolution of the Council, as hereinbefore mentioned, the original position and rights of the citizens and of the Company and the Corporation under the said existing agreement and under the Act of Incorporation of the Company and subsequent legislation in relation to the question of a Sunday car service shall be restored and shall not be effected or prejudiced by reason of the premises.

13. Any ticket issued by the Company under the said agreement of the 1st of September, 1891, except the ones sold at the rate of eight for twenty-five cents, may be used and shall be good at any time on Sunday, but a special ticket shall be issued and sold by all conductors and at the offices of the Company on Sunday, at the rate of seven of them for twenty-five cents, and such tickets may be used upon all cars running upon Sundays, and also upon other days within the hours or times on which the class of tickets sold at the rate of eight for twenty-five cents may be used.

14. In the event of a majority of the citizens voting in favor of a Sunday car service, and the by-law embodying this agreement having passed the Council of the said Corporation, the said Company covenants, promises and agrees to and with the said Corporation that the said Company will upon each and every Sunday thereafter while this agreement remains in force provide a service of cars upon each line of railway operated, or that may hereafter be operated, by the said Company in the City of Toronto, during the hours and upon the terms and conditions set out in the said agreement of the 1st September, 1891, except as varied by this agreement; and that the said agreement of 1891, with the amendments or alterations provided by this agreement, shall apply to the operations of cars upon Sundays.

15. This agreement is provisional, and shall not have any force or effect until the by-law embodying the provisions thereof has been assented to by a vote of the citizens taken thereon, as provided for in the Act passed by the Legislature of the Province of Ontario in the 57th year of Her Majesty's reign, and chaptered 93.

16. In the event of any court of competent jurisdiction in the Province of Ontario holding that the said Corporation had not power to enter into this agreement, or to authorize the running of cars upon Sunday, or should any cause or

causes arise beyond the jurisdiction of this Council which may prevent the running of street cars on Sundays, then and in any or either of such events the said Company shall not have any claim, and the said Company agrees that it will not make any claim against the said Corporation for entering into this agreement, or for the privilege thereby granted being put an end to by such decision or cause.

17. In the event of a by-law being passed as herein provided, the parties hereto agree to apply to the next session of the Legislature of the Province of Ontario to validate and confirm this agreement, and to authorize the said Corporation to impose a penalty as herein provided for, and to collect the same by action if not paid by the said Company, and to provide that any penalty imposed by or under the provisions of this agreement, shall not be relieved against by any court or judge; also, to confer upon the County Court Judge, and Court of Appeal respectively, jurisdiction to hear and determine the matters herein provided to be determined by them, and each party will assist in obtaining such legislation.

---

**61 Vict. c. 54 (Ont.)**

**An Act respecting the City of Toronto.**

[*Assented to 17th January, 1898.*]

**W**HHEREAS the Corporation of the City of Toronto has by Preamble its petition prayed for special legislation in respect to the several matters herein set forth; and whereas no opposition has been offered thereto; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The said Corporation is hereby authorized, with the concurrence of the holders of the debentures issued under By-laws numbers 2398, 2721, 2722, 2740, 2764, 3344, 3345, 3375, 3376, 3413, 3420, 3421, 3422, 3444, 3460, 3461, 3489, 3490 and 3510, to amend the said by-laws by authorizing the issue of certain by-laws by changing rate of interest on debentures.

under the said by-laws, or to repeal the said by-laws and re-enact new ones for the issue of such equivalent amount.

\* \* \* \* \*

Money  
by-laws con-  
firmed.

**3.** The by-laws of the Corporation of the City of Toronto specified in schedule "A" hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made for payment thereof, are hereby validated and confirmed.

*Schedule "A" hereto sets forth the following By-laws, namely, Nos. 3460, 3461, 3465 to 3478 inclusive, 3489, 3490, 3491, 3496, to 3502 inclusive, 3510, 3513, 3514.*

---

**62 Vict. c. 85 (Ont.), as amended by 1 Edw. VII. c. 73,  
s. 1.**

### An Act respecting the City of Toronto.

[Assented to 1st April, 1899.]

Preamble.

WHEREAS the Municipal Corporation of the City of Toronto has, by petition, prayed for special legislation in respect of the several matters herein set forth, and whereas it is expedient to grant the prayer of the said petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

To authorize  
County of  
York to pay  
their share for  
pavement on  
Adelaide St.

**1.** The Corporation of the County of York may include in its estimates and pay to the Corporation of the City of Toronto, from time to time, the amount payable by them under By-law number 3322 of the City of Toronto, for their proportionate part of the pavement upon Adelaide Street, between Yonge and Church Streets, in the said City of Toronto, and shall be liable for their share of the said pavement in the same manner, and to the same extent, as if the City of Toronto had power to assess them at the time the said By-law was passed, and the said County had power to pay the amount thereby assessed, the County having agreed to pay its fair proportion of the cost of such pavement before the same was constructed.

To authorize  
debentures to  
be issued for  
several pur-  
poses.

**2.** The Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as may from time to time be neces-

sary to authorize an issue of "City of Toronto Consolidated Loan Debentures" to such amount not exceeding \$358,059.40, as may be necessary for the purpose of completing the Court House and City Hall Building, and for the following purposes:—

To complete the erection and furnishing of the new City Building .....	\$220,000 00
To pay the proportion of the cost of opening Rosedale Valley Road, assumed by the City under judicial decision .....	30,067 40
To pay for the construction of water mains in various parts of the City as follows:—	
Queen Street, s.s. Soho Street to Spadina Avenue, 12-in. pipe, 800 feet .....	\$1,800 00
Queen Street, s.s. Bathurst Street to Spadina Avenue, 6-in. pipe, 2,000 feet .....	2,160 00
Old iron mains renewed.	
Queen Street, s.s. Yonge to Simcoe Street, 12-in. for 8-in. old, 2,120 feet .....	4,785 00
Queen Street, s.s. Simcoe to Soho Streets, 12-in. for 8-in. old, 1,700 feet .....	3,825 00
O'Hara Avenue, Marion Street to 650 feet north, 6-in. for 4-in. old, 650 feet .....	650 00
To extend Bathurst Street main easterly to Bertram's shipbuilding yard .....	1,011 00
	14,231 00

Water mains (authorized last year):—

Exhibition grounds .....	\$6,265 00
Esplanade Street .....	1,600 00
Bay Street, south end .....	1,157 00
12-in. main, west side River Don...	3,400 00
Pacific Avenue, Atlantic to Liberty. 6-in. main .....	627 00
Chamberlain Avenue, Wellington to Tecumseth, 6-in. main ....	777 00
Piper Street, east end of main to 250 feet east, 6-in. main ....	197 00

Front Street, east end of main to east end of city stables, 6-in. main .....	\$237 00
King Street, Dufferin to Grand, 12-in. main .....	3,245 00
Springhurst Avenue, Dufferin to Tyndall, 6-in main .....	346 00
Springhurst Avenue, Spencer to Cowan, 6-in. main .....	143 00
Lansdowne Avenue, Union to Shir- ley, 10-in. main .....	767 00
	—————
	\$18,761 00
For the erection of a new Techni- cal School Building, or the purchase of lands therefor, and for furnishing and equip- ping the same .....	75,000 00
	—————
	\$358,059 40

And for such purposes or any of them may issue any number of debentures payable in this Province or elsewhere, in sums of not less than one hundred dollars each, which may be payable at any time within thirty years from the respective dates thereof, with interest thereon in the meantime, at a rate not exceeding four per cent. per annum, payable half yearly; and for the purpose of redeeming the said debentures and paying the interest thereon, the Council of the Corporation of the City of Toronto may in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a special rate per annum upon all rateable real and personal property in the said municipality over and above and in addition to all other rates to be levied in each year which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity. 1 Edw. VII. c. 73, s. 1.

By-law  
No. 3519 con-  
firmed.

3. The Corporation of the City of Toronto may and shall, within three months after the coming into force of this Act, pass a By-law amending By-law Number 3519 of the said corporation passed upon the 29th day of December, 1897, as amended by By-law number 3560 passed upon the 21st day of March, 1898, relating to the Rosedale Valley Road, between Yonge Street and the River Don, so as to provide that the amount to be paid as the ratepayers' share of the cost of the improvement therein mentioned shall be \$15,722 instead of the sum

in the said By-law Number 3519 as amended by By-law Number 3560 mentioned, and assessing the said sum of \$15,722 upon the lands referred to in the said By-law, and extending the time for payments under the said By-laws so as to be over a period of twenty years from the 1st day of January, 1899, instead of 1898 as provided therein; and thereupon the assessments made, or to be made thereunder, are declared to be valid and effectual as from the date of the passing of such By-law, notwithstanding the decision of the Honourable John Douglas Arnour, C.J., quashing the same because By-law Number 2164 of the said corporation, whereby the Rosedale Valley Road was opened and laid out, was not completely registered although left with the Registrar of the City of Toronto, and the fees for such registration duly paid, and the Registrar of East Toronto is now authorized to register the said by-law Number 2164, and By-law Number 2509 amending the same in his books as of the date when the said By-law Number 2164 was left with the former Registrar for the City of Toronto; provided that nothing in this section contained shall affect the question of costs in the pending appeal in *Re Henderson* and the City of Toronto, or affect the issues involved in the action of William Mortimer Clark v. Mary Calender Thomson, et al., or any other action or proceeding now pending. The Corporation of the City of Toronto may and shall assume the balance of the cost of the said improvement over and above \$15,722 as the City's share thereof.

**4.** Notwithstanding the fact that the local improvement system has been introduced into the City of Toronto, whereby all works, including the paving of streets, is to be done at the expense of the property benefited, the Corporation of the City of Toronto may enter into an agreement with the Grand Trunk Railway Company of Canada to provide for the paving of Station Street at the joint expense of the said Corporation and the said Company.

**5.** Section 2 of chapter 85 of the Acts passed by this legislature in the 56th year of Her Majesty's reign is amended by substituting figures "230" for the figures "80" in the eleventh line thereof, and by substituting the figures "330" for the figures "180" in the fourteenth line thereof; provided however that with the consent of the Lieutenant-Governor in Council, instead of adding the additional land to the east, as hereinbefore provided, the additional piece of land south of the present hospital and extending to the jail fence, and an additional piece the width of the present hospital grounds from north to south, and fifty feet easterly of the present hospital lands, may be used as additional lands to the present isolation hospital.

Agreement  
with G. T. R.  
confirmed.

Isolation  
Hospital.

**By-laws validated.**

**6.** The by-laws of the Corporation of the City of Toronto specified in Schedule "A" hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made for payment thereof are hereby validated and confirmed.

**Power to fix assessment of Toronto Hotel Company.**

**7.** The Corporation of the City of Toronto may, by by-law, fix the assessment of the hotel to be erected by the Toronto Hotel Company for a period of ten years at the sum of \$360,000 per annum.

*Schedule "A" hereto sets forth the following By-laws, namely, Nos. 3530 to 3555 inclusive, 3558, 3563 to 3579 inclusive, 3597, 3598, 3599, 3602, 3605.*

---

**62 Vict., c. 86 (Ont.)****An Act respecting the Toronto Chain Ferry.**

[*Assented to 1st April, 1899.*]

**Preamble.**

WHEREAS the Corporation of the City of Toronto has by its petition prayed for special legislation authorizing it to establish and operate a Chain Ferry between the main land and the Island in the City of Toronto; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**Authority to operate ferry.**

**1.** The Corporation of the City of Toronto is authorized to operate a Ferry between some point on the mainland at or west of Brock Street and the Breakwater opposite the Queen's Wharf, by means of a chain attached to the said Ferry and operating the same, and may include in the estimates of the said Corporation or raise by By-law or otherwise a sum not exceeding \$10,000 to establish the same.

---

**63 Vict. c. 101 (Ont.)****An Act respecting the City of Toronto.**

[*Assented to 30th April, 1900.*]

**Preamble.**

WHEREAS the Municipal Corporation of the City of Toronto has, by its Petition, prayed for special legislation in respect to the several matters herein set forth; and

whereas it is expedient to grant the prayer of the said Petition.

Therefore Her Majesty by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. A certain agreement made between the said Corporation and Lever Brothers, Limited, which is printed as Schedule "A" hereto, is hereby validated and confirmed, and the parties thereto are hereby empowered to do all acts necessary to give effect to the same; provided, however, that nothing contained in the said agreement or in this Act shall in any way affect or diminish the right of the Corporation to collect the moneys payable in respect of the Don Improvement authorized by any Act of this Legislature heretofore passed, except so far as any part of the land otherwise assessable for the Don Improvement is removed from said assessment by the said agreement, and to the extent of the assessment which would have been made upon such lands, the City of Toronto as a whole shall be liable for such assessment as would, but for the said agreement, have been charged against the land removed by the said agreement from such assessment, and provided that the confirmation of the said agreement by this Act shall not be taken as in any sense an expression of opinion by this Legislature upon or regarding the merits on either side of the suggested application to the Privy Council and other proper authority for an order that the Grand Trunk Railway Company's present fixed bridge over the River Don shall be replaced by a swing or other moveable bridge, nor shall it prejudice any rights of said Grand Trunk Railway Company of Canada; and further provided that the amount to be expended by the Corporation on the several works to be constructed under the clauses of the said Schedule "A" shall not exceed in the whole the sum of \$60,000, and the annual expenditure contemplated in said Schedule "A" for the purpose of keeping the channel of the Don dredged, shall not exceed the sum of \$1,500, and the City shall not be liable in damages to any person or persons for neglect to maintain or keep open the said channel, and the said sum of \$60,000 may be raised by the issue of forty-year debentures therefor, and the necessary by-laws may from time to time be passed therefor without submitting the same to a vote of the electors; and provided further that the closure and conveyance of the highway referred to in clause 1 of Schedule "A" is to be subject always to the use by existing and future railways when and as desired by the Corporation of the railway portion of the said way for their lines (but not for yard or shunting purposes) without compensation to the company therefor.

Agreement  
with Lever  
Bros., Ltd.,  
confirmed.

**Assessment.** 2. During the period of ten years from the first day of January, 1900, the assessment for the purposes of taxation and local special rates for local improvements upon the property of all persons and companies now engaged in the manufacture and sale of soap in the City of Toronto (such properties being used for the said purposes, only), shall be made *pro rata* with the assessments upon the property of the said Lever Bros., Limited, and shall be so adjusted and fixed from time to time by the Assessment Commissioner and Assessors as to give to all such persons and companies equal advantages and privileges in so far as the same may be affected by such assessments for the purpose of carrying on the manufacture and sale of soap with the said Lever Bros., Limited, and their assignees; and the Council of the municipality shall pass all necessary by-laws for this purpose.

**Agreement  
with Toronto  
Hotel Co.  
confirmed.**

3. An agreement between the said Corporation and the Toronto Hotel Company, which is printed as Schedule "B" hereto, with any modification thereof which the said parties thereto may agree upon, shall, when duly executed by the several parties respectively, be valid and binding on the parties thereto; and the said parties thereto are hereby empowered to do all acts necessary to give effect to the same, and the said Corporation shall, pursuant to the report of the City Engineer and Assessment Commissioner respecting the same, have power to open Victoria Street therein referred to as a local improvement, and shall also have power to assess for the cost of the said street opening, including the sum of \$80,000 therein mentioned, as may be determined by the Court of Revision, or, in case of appeal therefrom, by the County Judge.

**By-laws  
validated.**

4. The by-laws of the Corporation of the City of Toronto specified in Schedule "C" hereto, and all debentures issued, or to be issued thereunder, and all assessments made, or to be made, for the payment thereof, are hereby validated and confirmed.

**Smallpox  
hospital site.**

5. Notwithstanding the provisions of *The Public Health Act*, the lands described as all and singular that certain parcel or tract of land and premises in the City of Toronto, being composed of part of lot Number 15 in the first concession from the Bay, Township of York, now within the limits of the City of Toronto, and which may be more particularly described as follows, that is to say—commencing on the production westerly of the northerly limit of that part of said lot 15, lying east of Winchester Street, heretofore granted by one Harry Scadding et al. to the City of Toronto by deed dated the 30th day of December, A.D. 1856, at a point where the same is intersected by a line drawn

parallel with the westerly limit of Winchester Street aforesaid, and distant 100 feet measured westerly therefrom and at right angles thereto; thence southerly parallel with the westerly limit of Winchester Street 50 feet; thence westerly parallel with the north limit above mentioned 250 feet; thence northerly at right angles thereto 200 feet; thence easterly parallel with said north limit 280 feet more or less to the above-mentioned line drawn parallel with Winchester Street; thence southerly along that line to the place of beginning, may be used by the City of Toronto as a site for a smallpox hospital, and for that purpose the said land is hereby removed from the dedication of By-law No. 2761 of the said Corporation passed on the 8th day of December, 1890, of the lands thereby included in a public park.

**6.** The Municipal Council of the City of Toronto may pass a by-law or by-laws for granting aid to persons who have suffered from the late disastrous fire in the Cities of Ottawa and Hull and vicinity, and may for that purpose issue debentures and raise money thereon, and it shall not be necessary to obtain the assent of the ratepayers of the said City to any such by-law.

---

#### SCHEDULE A.

Agreement made this 29th day of June, one thousand eight hundred and ninety-nine, between the Corporation of the City of Toronto, hereinafter called the "Corporation," of the first part; and Lever Brothers, Limited, hereinafter called the "Company," of the second part.

Whereas the Company was incorporated under the English "*Companies Act*," and carries on business as a manufacturer of soap, glycerine, dynamite and other articles, its chief place of business being at Port Sunlight, England;

And whereas the Company having determined to establish a branch of its business in Canada, the Corporation has requested that such branch should be located in the City of Toronto;

And whereas the Company has represented to the Corporation that it has secured from the trustees of the estate of the late John Smith, an option for the purchase of certain land owned by said estate, comprising about twenty-three acres, and being that parcel of land bounded on the west by the highway known as the Don Improvement Road; on the south by Eastern Avenue; on the east by Broadview Avenue, and on the north by a line drawn nearly parallel with Queen Street at a distance of about one hundred and

forty feet southerly from said street, and extending from said Don Improvement road to Broadview Avenue; also a triangular parcel of land lying to the south of the above described land, and bounded on the north by Eastern Avenue; on the west by said Don Improvement Road, and on the south by the property of the Grand Trunk Railway Company, and that said Company is prepared to purchase said land and to establish thereon a branch of its said business upon the Corporation entering into the agreement hereinafter contained:

And whereas negotiations in respect of the agreements and arrangements embodied in this agreement were being carried on prior to the date of the passing of *The Municipal Amendment Act, 1899*, and were pending on said date;

Now this agreement witnesseth that if the Company becomes the purchaser of the lands above described, or some substantial part thereof, the Corporation covenants and agrees with the Company as follows:

1. So soon as the consent of the owners, mortgagees and lessees of the "Byres" property hereinafter mentioned to such closure has been obtained, to close as a public highway that part of the public esplanade or highway on the east side of the River Don, having a width of 125 feet extending from the south limit of Eastern Avenue to the property of the Grand Trunk Railway Company, and to convey the land so closed in fee to the Company, but such closure and conveyance is to be subject always to the existing rights, if any, of any railways entitled under any existing legislation or agreements with the Corporation to use any part of said highway.

2. To replace the present piling, on the east bank of the river Don in front of that portion of said land lying between Eastern Avenue and the property of the Grand Trunk Railway Company with substantial cribwork of timber and stone, such cribwork to be raised to the height of the centre of the roadway of Eastern Avenue where said roadway is intersected by the present travelled road along the east side of the Don river; and the land lying between said crib-work and the present western limit of the said land of the Smith Estate to be filled in and raised to the same level.

3. To construct, grade, level and macadamize, to the width of thirty feet, that part of said public esplanade, or highway on the east side of the Don river, reserved for a roadway, as shown on Unwin, Browne & Sankey's plan of the Don Improvement, and herein referred to as the Don Improvement Road, from Queen Street to Eastern Avenue, so as to make the same a good substantial road, and to construct

a substantial wooden sidewalk six feet wide, along the east side of said road, between the same points.

4. To properly level, grade and macadamize, at the expense of the Corporation, and not as a local improvement, to the width of thirty feet the highway known as Eastern Avenue, from the said Don Improvement Road to the point of intersection of Eastern Avenue by the Grand Trunk Railway, so as to make the same a good substantial road, and to construct a substantial wooden sidewalk, six feet wide, along the south side of Eastern Avenue between the same points, but this clause and clause three shall not apply to renewals or reconstructions.

5. To extend the city water pipes and water (if not already there) along Eastern Avenue to the eastern boundary of the said land on Eastern Avenue, and to place on said Eastern Avenue the necessary hydrants for fire and other purposes.

6. To provide on Eastern Avenue (if not already there) the necessary sewer but not private drains for the proper drainage of the Company's said premises.

7. So soon as permission to construct the private road hereinafter mentioned has been secured from the owners of the lands upon which it is to be situate (such permission to be obtained without expense to the corporation), to lay out, construct, grade, level and macadamize at the expense of the corporation, a good substantial road, twenty feet wide, commencing at Eastern Avenue where the same intersects the property of the Grand Trunk Railway, and thence extending southerly across the property of said Railway Company, and along or near the easterly boundary of the property leased by the late John Smith to Gooderham & Worts, Limited, known as the "Byres," a distance of eight hundred feet, more or less, to an existing private road; said new road to be a private road for the said "Byres" property only.

8. The Corporation shall not be bound to do any of the works herein provided for in paragraphs 1 to 7 inclusive during the present year, nor until the Company shall have spent at least the sum of fifty thousand dollars in the erection of its buildings and works mentioned in paragraph 15 hereof, but thereafter the Corporation shall forthwith proceed to do the said works provided for in said paragraphs 1 to 7 inclusive, and so continue the said works simultaneously with the erection by the Company of its buildings and works as provided in paragraph No. 15 hereof to completion, so that the works by the Corporation and by the Company shall be completed as near as may be at the same time.

9. To deepen to such depth as the Company may from time to time find necessary for the purposes of its business

during the season of navigation, not, however, exceeding a depth of fourteen feet, the Don river from Eastern Avenue to its entrance into the bay, and thence to the channel in the harbor leading to its eastern entrance from the lake, and to maintain the same at such depth: Provided that in no case shall the Corporation be obliged to do any deepening prior to the year 1901, nor in any case to provide a greater depth in said river and bay than that of the said channel: Provided, also, that the Corporation shall not be obliged to do such deepening unless and until the Company find the same to be necessary for the purposes aforesaid, and then only as and when requested in that behalf: Provided, nothing contained in this agreement shall operate to prevent the City Council, the Dominion Parliament or Government, or the Harbor Commissioners, or any or either of them, from changing the present channel of the Don river south of the Grand Trunk Railway bridge, and its entrance into the bay or lake, in any way they may think advisable, and closing the present channel or part thereof south of the said bridge, but in case of such change being made, the Corporation shall provide and maintain a like depth of water in the new channel and entrance, and shall provide and maintain access, with like depth of water, for the Company by means of such new channel to and from its said property from and to the said channel in the harbor leading to the eastern entrance of the lake or from and to the lake itself; and such new channel and changed access shall be accepted by the Company in lieu of that herein provided for.

10. All of the foregoing shall be done without expense to the Company and no assessment shall be made against the Company's property in respect thereof, or any part thereof, by way of local improvement or otherwise, except as in this clause is hereafter provided, and no assessment shall hereafter be made against the said lands acquired by the company in respect of any former expenditure by the corporation on the works known as the "Don Improvement:" Provided, however, that nothing in this clause contained shall diminish the liability of the company to pay any general taxes payable by the ratepayers of the city as a whole, or any special taxes in respect of property hereafter acquired by the company not referred to in this agreement.

11. To join with the company in any application that may be made to the Railway Committee of the Privy Council, or other proper authority in that behalf, to compel the Grand Trunk Railway Company to replace the present fixed bridge over the Don river by a swing or other movable bridge.

12. No dock or harbour charges under the control of the Corporation shall be imposed or levied in respect of the

wharf or docks in front of the company's property, or on goods landed at, or shipped from, such wharf.

13. If the property of the Company should at any time during the period of ten years from the first day of January, 1900, be assessed for the purposes of taxation at a sum greater than sixty thousand dollars, then, during said period of ten years, the property of the Company shall, to the extent of such excess, be exempt from taxation, except as to school taxes, provided always that any building hereafter erected on the said property and used as residences by the Company's employees or others, or rented to tenants, shall be subject to assessment in the usual way in addition to the said \$60,000.

14. Any by-laws necessary to give effect to this agreement, and to carry out the same, shall be passed without delay; and the Company and the Corporation will join in applying to the proper authorities for legislation to validate and confirm this agreement.

15. In consideration of the foregoing, the Company agrees with the Corporation that upon securing a proper title free from encumbrances to the said lands, or some substantial portion thereof, it will forthwith proceed with the erection of all buildings and works for the manufacture on said lands of soap, glycerine, dynamite and other by-products thereof, such buildings and works to cost not less than \$100,000.

16. This agreement may be assigned by the Company to any new company which may be formed for the purpose of carrying on upon the said lands the business of manufacturing soap, glycerine, dynamite, etc., and of the name of such new company the words "Lever Brothers" shall form a part, and upon such assignment being made, and notice thereof given to the Corporation, such new company shall, by virtue of such assignment, be and be deemed to be substituted for the Company, the party hereto, and shall be and become entitled to all the rights and interests of the Company, and be bound by all the agreements of the Company herein contained; and whenever the Company is mentioned or referred to in this agreement, such mention or reference shall extend to and include such new company and its successors and assigns. Provided, however, that the partial exemption from taxation provided for in clause 13 hereof shall be limited to the Company, the party hereto of the second part, and to the company to be formed as herein provided for.

17. This agreement is subject to the provisions of By-law No. 3741, passed by the Council of this Corporation upon

the twenty-sixth day of June, 1899, and By-law No. 3743, passed by the said Council upon the tenth day of July, 1899, as though the same were repeated herein.

In witness whereof this agreement has been duly executed by the parties hereto.

#### SCHEDULE B.

This agreement made in duplicate this nineteenth day of July, one thousand eight hundred and ninety-nine, between The Toronto Hotel Company, hereinafter called the Company, of the first part, and The Corporation of the City of Toronto, hereinafter called the Corporation of the second part.

Whereas the said Company propose to become the owners of the lands hereinafter referred to, together with other property adjacent thereto;

And whereas it is desirable that the said lands be acquired by the Corporation and opened to the public as a street as authorized by the adoption of Report No. 15 of the Committee on Works by the Council of the said Corporation on the tenth day of July, 1899, and the said parties have agreed each with the other for the sale and purchase by the Corporation of the said lands upon the terms and conditions hereinafter set out;

Now this agreement witnesseth that the said parties hereto covenant and agree each with the other as follows, that is to say:

1. The said Company agrees, upon acquiring the said properties, to sell to the said Corporation in fee simple and free of all encumbrances the following lands; All and singular that parcel of land and premises situate in the City of Toronto in the County of York, and being a strip of land having a frontage on the south side of King Street east of forty-four feet lying immediately to the eastward of the premises known as street number 31 King Street East; and extending southerly from King Street to Colborne Street with a uniform width of forty-four feet, to be held by the Corporation as a public street, and to so be used only at and for the price or sum of eighty thousand dollars payable in twenty annual instalments of four thousand dollars each, with interest at the rate of three and three-eighths per cent. per annum, payable half-yearly on the first days of October and April in each year, the first of such instalments to be paid on the certificate of the architect that five hundred thousand dollars has been expended in the actual construc-

tion of the hotel hereinafter referred to. The said Corporation to have the privilege of making, at any time, a cash payment in settlement of said purchase money. The payments above specified to be secured by debentures of the City of Toronto or City of Toronto local improvement debentures to be handed over by the City to the Company upon the legislation hereinafter provided for being obtained, and when five hundred thousand dollars has been spent in the construction of the said hotel; the said Company also agreeing to remove the buildings now on the said property.

2. The said Corporation agrees to purchase the said lands on the said terms, and to dedicate the said lands to highway purposes, and thereafter to so hold the same; Provided always that the acquisition of the said lands and the dedication of the said street as a local improvement as contemplated by the said report of the Committee on Works be not defeated by sufficiently signed petitions within the provisions of "*The Municipal Act*," and other statutory provisions relating to such undertakings, and providing further that legislation be obtained, ratifying the said street opening, which legislation the said corporation undertakes to apply for and support, and the Company also agree to support.

3. And the said Company covenant and agree to build upon the property immediately adjoining the said proposed street, and lying to the east thereof, a modern hotel, containing from three hundred and fifty to four hundred rooms, and costing complete approximately the sum of one million five hundred thousand dollars, of which land purchases shall not exceed the sum of four hundred and fifty thousand dollars.

4. The said Corporation agree that they will pass a By-law providing for the yearly assessment of the said Company upon the said hotel at a total sum of three hundred and sixty thousand dollars as authorized by the Act 62, Victoria (2), Chapter 85, Section 7.

In witness whereof the parties hereto have duly executed these presents.

Signed, sealed and delivered      }  
in the presence of                  }

*Schedule "C" hereto sets forth the following By-laws, namely, Nos. 3613, 3619, 3620, 3621, 3625 to 3664 inclusive, 3666 to 3704 inclusive, 3711 to 3715 inclusive, 3717 to 3722 inclusive, 3723, 3724, 3726 to 3729 inclusive, 3731, 3732, 3734 to 3748 inclusive, 3750, 3754.*

## 63 Vict. c. 102 (Ont.)

An Act respecting Certain Matters pertaining to  
the City of Toronto.

[Assented to 30th April, 1900.]

Preamble.

**W**HEREAS the Municipal Corporation of the City of Toronto has, by its petition, prayed for special legislation in respect of the several matters herein set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The Act passed by this Legislature in the fifty-fifth year of the reign of Her Majesty, and chaptered 99, incorporating the Toronto Railway Company, is amended by adding thereto the following section:—

“ 28. In case of neglect or failure either on the part of the Toronto Railway Company or on the part of the Corporation of the City of Toronto, to perform any of the covenants, agreements, obligations or provisions contained in the said Act, and in the said agreement and conditions incorporated therewith, and in case either the Corporation of the City of Toronto or the Toronto Railway Company shall bring an action to compel the performance of or to restrain the violation of any of the said covenants, obligations, agreements or provisions, the Court before whom the action shall be tried shall inquire into any such alleged breach, and the nature and extent thereof, and shall make such order as may be necessary in the interests of justice to enforce a substantial compliance with the said Act, agreement and conditions, and may enforce the same by the order and injunction of the Court.”

Royal Grenadiers' band account authorized.

2. The Corporation of the City of Toronto is hereby authorized to pay the account of the Royal Grenadiers' band, for \$87.50, for their services at a school children's concert held in connection with Her Majesty's diamond jubilee in the year 1897.

J. E. Ellis & Co., Limited account for field glass authorized.

3. The said Corporation is also authorized to pay the account of the J. E. Ellis Company, Limited, for \$69.75, for a field-glass presented to *The Mail & Empire* war correspondent when he accompanied the first contingent to South Africa in the year 1899.

**4.** The Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as may from time to time be necessary to authorize an issue of "City of Toronto Consolidated Debentures for St. Lawrence market building now exceeding \$50,000. Loan Debentures," to such amount not exceeding \$50,000, as may be necessary for the purpose of completing the St. Lawrence Market Building, and the works authorized by by-law 3621 of the Corporation of the City of Toronto, and for such purpose may issue any number of debentures, payable in this Province or elsewhere, in sums of not less than \$100 each, which may be payable at any time within forty years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly, and for the purposes of redeeming the said debentures and paying the interest thereon the Council of the said Corporation may in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a special rate per annum upon all ratable, real and personal property in the said municipality, over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

**5.** Either the Municipal Corporation of the City of Toronto or the said The Toronto Railway Company, in case of neglect or failure on the part of the Toronto Railway Company or on the part of the Corporation of the City of Toronto, as the case may be, to observe and perform any of the covenants, agreements, obligations and provisions contained in the said Act and in the said agreement and conditions incorporated therewith, may bring an action to compel the performance of or to restrain the violation of any of the said covenants, obligations, agreements or provisions, and the Court before whom the action shall be tried shall, notwithstanding any rule of law or practice to the contrary, enquire into such alleged breach and determine the nature and extent thereof, and in case it is found that the act or omission complained of constitutes a breach of the said covenant, obligations, agreements or provisions, the Court shall make an order specifying what things shall be done or forbore by the defendants as a substantial compliance with the said Act, agreements and conditions, and every such order shall be enforceable in the same manner and to the same extent as an injunction or mandamus granted by the Court.

Specific performance of contract with Toronto Railway Co.

1 Edw. VII. c. 73 (Ont.)

## An Act respecting the City of Toronto.

[Assented to 15th April, 1901.]

## Preamble.

**W**HEREAS the Municipal Corporation of the City of Toronto has by its petition prayed for special legislation in respect of the several matters hereinafter set forth; and whereas none of the by-laws mentioned in Schedule "A" have been moved against nor any proceedings taken to quash or set aside the same, nor have any objections been made to any of the said by-laws saving and excepting as to so much of by-law 3779 as relates to the assessment of a certain wooden sidewalk on College Street hereinafter referred to; and whereas saving as to such by-law no opposition has been offered to the confirmation of the said by-laws; and whereas with reference to the other matters referred to in the said petition and hereinafter dealt with no opposition has been offered; and whereas it is expedient to grant the prayer of the said petition, subject to the provisions herein-after contained;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows.

\* \* \* \* \*

**Validating money spent in receiving South African Contingent.** **2.** All grants of money heretofore or which may hereafter be voted by the City Council and used in receiving and entertaining the members of the Canadian Forces who had been sent to South Africa for service during the South African War on their return therefrom, including decorations at the time of such reception, are hereby made and declared legal and valid.

**Validating Debenture By-laws.**

**3.** The by-laws of the Corporation of the City of Toronto specified in Schedule "A" hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made for the payment thereof, are hereby validated and confirmed, except so much of by-law 3779 as relates to the assessment of a wooden sidewalk on College Street from Huron Street to the road leading to the Observatory, and numbered 52 in the schedule to the said by-law.

*Schedule "A" hereto sets forth the following By-laws, namely, Nos. 3779 to 3824 inclusive, 3827 to 3844 inclusive, 3846 to 3885 inclusive, 3892 to 3909 inclusive, 3911, 3913, 3914 and 3915.*

2 Edw. VII. c. 65 (Ont.)

## An Act respecting the City of Toronto.

[Assented to 17th March, 1902.]

**W**HEREAS the Municipal Corporation of the City of Preamble.  
 Toronto has by its petition prayed for special legislation in respect of the several matters hereinafter set forth; and whereas none of the by-laws in Schedule B hereto have been moved against, nor any proceedings taken to quash or set aside the same, nor have any objections been made to any of the said by-laws saving and excepting as to so much of By-law No. 4022 as is hereinafter referred to; and whereas no opposition has been offered to the confirmation of the said by-laws save as aforesaid; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

\* \* \* \* \*

3. The agreement between the City of Toronto and the Corporation of the County of York, which is printed as Schedule "A" hereto, shall, when duly executed by the parties thereto, be valid and binding on the parties thereto; and the said parties thereto are hereby empowered to do all acts necessary to give effect to the same.

4. The Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as from time to time may be necessary to authorize the issue of "City of Toronto Consolidated Loan Debentures" to such amount not exceeding \$68,815 as may be necessary for the following purposes:—

To lay water mains upon the following streets and places:

Colborne Street, 12-in. main .....	\$ 2,210
Queen Street, Bathurst to Niagara, 12-in. main ...	2,900
Don bridge, 16-in. steel pipe .....	2,565
"      " Eastern Avenue, 12-in. steel pipe....	1,172
King Street, Simcoe to Spadina, 12-in. main ....	5,043
Gerrard Street, 12-in. main .....	3,575
Don (Esplanade), 6-in. main .....	1,200
Spadina Avenue, 6-in. main .....	150
	-----
	\$18,815
To improving the Cattle Market .....	50,000
	-----
	\$68,815

and for such purposes, or any of them, may issue any number of debentures payable in this Province or elsewhere in sums of not less than \$100 each, which may be payable at any time within twenty-eight years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half yearly, and for the purpose of redeeming such debentures and paying the interest thereunder, the Council of the Corporation of the City of Toronto may in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor imposed at such rate per annum upon all ratable, personal and real property in the said municipality over and above and in addition to all other rates to be levied in each year which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

**By-laws  
validated.**

5. The by-laws of the Corporation of the City of Toronto, specified in Schedule "B," hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made for the payment thereof, are hereby validated and confirmed, except so much of By-law No. 4022 as imposes an assessment upon lots 26 and 27, plan 101 "E," on the south side of Bloor Street, having a frontage of 102 feet on Bloor Street, assessed to W. Hamilton Merritt, but now the property of the Trustees of the University of Toronto, which assessment shall not be collectable unless and until the said lots have been sold or leased by the said Trustees, and then shall be collectable for such time as shall follow such sale or lease, which assessment shall attach upon the land or the lessees' interest therein respectively, according to whether the said land shall have been sold or leased.

---

#### SCHEDULE A.

This Indenture, made the 11th day of February, in the year of our Lord, one thousand nine hundred and two. Between the Corporation of the City of Toronto, hereinafter called the City, of the first part, and the Corporation of the County of York, hereinafter called the County, of the second part.

Whereas an agreement was entered into between the parties hereto on the 26th day of June, 1884, respecting the matters therein set out;

And whereas it has been agreed between the parties hereto that the County shall pay the sum of \$84,000 in lieu of the

sum to be paid "annually in respect of the use of the said Court House for County purposes," as provided in the said agreement, and that the County shall have an insurable interest to that extent;

And whereas it has been further agreed that the said Court House and offices shall be considered to have been made "ready for use and occupation by the said Courts and the officers connected therewith," on and from the 1st day of April, 1901;

And whereas it has been further agreed that the "just share and proportion of all charges and expenses from time to time as the same may be incurred" of the cost of maintenance and repairs of the portion of the building and site used for the purposes of the administration of justice to be borne and paid by the County of York shall be 22 per cent. of the whole amount of such charges and expenses, the balance thereof, 78 per cent., to be borne by the City, and that the other payments, outlays, costs, charges and expenses provided for in the said agreement shall be paid by the County and the City in the same proportions.

And whereas it has been further agreed that the date at which that portion of the agreement relating to fees and other moneys now payable by the County under the provisions of *The Jurors' Act* and amendments thereto, and under the Acts relating to the payment of Criminal Justice accounts, and all other fees and moneys now payable or to be advanced out of County funds for, or in connection with the administration of Justice shall take effect, shall be the 1st day of January, 1902, instead of the date of the completion of the said Court House, as provided in the said agreement;

Now therefore this agreement witnesseth:

1. That as and of the first day of April, 1901, the County shall pay to the City the sum of \$84,000 in lieu of the sum to be paid annually in respect of the use of the said Court House for County purposes in the said hereinbefore in part recited agreement provided (but not including the repair and maintenance thereof), such sum to bear interest at the rate of four per cent. per annum from the said 1st day of April, and to be paid by the County to the City on the 1st day of March, 1902: and if the sum be not paid upon the said last mentioned date, interest shall be paid by the County to the City at the said rate on any amount remaining unpaid, until the amount shall be fully paid and satisfied; and the City hereby agrees to accept the said sum when paid in full satisfaction of the said sum to be paid annually.

2. The County shall have an insurable interest in the portion of the building used for the purposes of the administra-

tion of justice and in the furniture to be used therein to the extent to which the amount paid by the said County for the use of the said building and on account of the purchase of the original furniture therefor will render the same insurable.

3. The said Court House and Offices shall be considered to have been made ready for use and occupation by the said Courts and the officers connected therewith of and from the 1st day of April, 1901, for the purposes of the said herein-before in part recited agreement, save and except as herein otherwise provided.

4. The County shall bear and pay to the City on the 1st day of February in each year as its just share and proportion of all charges and expenses from time to time as the same may be incurred as provided in the said agreement, the share of twenty-two per cent. of the whole amount of such charges and expenses, previously incurred, and the balance thereof, namely seventy-eight per cent., shall be borne by the City, provided, however, that such charges and expenses shall not include anything paid by the City for insurance on buildings and furniture, and the said County shall have no claim on any insurance effected by the City and the premiums for which have been paid by the City.

5. And the County will further pay to the City from time to time at the said rate of twenty-two per cent., its share of the cost of repairing and maintaining that portion of the City Hall and the site thereof used for the purposes of the administration of justice and for offices in connection therewith on the first day of February next after the said cost shall be from time to time incurred.

6. The vouchers showing the sums expended by the City of Toronto in the care, maintenance and repairs of the portion of the City Hall used for the purposes of the administration of justice, and also showing the other payments, outlays, costs, charges and expenses provided for in the said agreement of the 26th June, 1884, towards which the County of York are required to pay or contribute, are to be open to such member of the County Council or such Auditor as the County Council of the County of York may appoint, at all reasonable times, upon application to the City Treasurer therefor.

7. If the County Council is dissatisfied with, or objects to, any payments made by the City and charged to the County, on the ground that the same are for any reason improper, the question of whether the payment is improper shall be referred to the County Judge of the County of York, whose decision in regard to any such payments shall be final. Such County Court Judge shall be entitled to be paid on such

reference the fees payable to an Arbitrator under *The Municipal Arbitrations Act*, and shall be paid by such party, and in such proportion as the said Judge may determine.

8. The date at which that portion of the agreement relating to the fees and other moneys heretofore payable by the County under the provisions of *The Jurors' Act* and the Acts relating to the payment of Criminal Justice accounts and all other fees and moneys now payable or to be advanced out of County funds for or in connection with the administration of justice, shall take effect, shall be on and from the 1st day of January, 1902, instead of the date of the completion of the said Court House as provided in the said agreement.

9. Except in so far as herein specially otherwise provided, the said agreement, including the clause for reconsideration of the sum payable by the County to the City on the order of the Lieutenant-Governor in Council as therein provided, is to remain in full force and effect.

In witness whereof the parties hereto have hereunto set their Corporate Seals and the hands of their proper officers.

Signed, sealed and delivered in the presence of

O. A. HOWLAND,  
Mayor.

[L.S.]

R. T. COADY,  
Treasurer.

ROBERT NORMAN,  
Warden.

[L.S.]

JOHN A. RAMSDEN,  
Clerk.

*Schedule "B" hereto sets forth the following By-laws, namely, Nos. 3946 to 4016 inclusive, 4021 to 4055 inclusive, 4057 to 4096 inclusive, 4098, 4110 and 4111.*

---

3 Edw. VII. c. 86 (Ont.), as amended by 6 Edw. VII. c. 99,  
ss. 8 and 11.

An Act respecting the City of Toronto.

[Assented to 12th June, 1903.]

WHEREAS the Municipal Corporation of the City of Toronto has, by petition, prayed for special legislation in respect of the several matters hereinafter set forth; and

whereas no objections have been made to any of the by-laws set out or referred to in Schedule D hereto; and whereas no opposition has been offered to the confirmation of the said by-laws; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

**Firemen's  
Relief Fund  
legalized.**

1. (1) The Trust Deed set out in Schedule "A" to this Act relating to the Firemen's Permanent Relief Fund is hereby declared to be legal and valid for the purpose of establishing the said fund, and to authorize the persons therein named, and their successors in office from time to time, to form a Trustee Board for the purpose of receiving and distributing relief for and on behalf of firemen belonging to the Toronto Fire Brigade in accordance with the provisions of the said Trust Deed; and the said trustees are hereby declared to be a body corporate to manage, invest and deal with all such moneys as may be received by them, and to distribute the same to the parties entitled thereto as provided in the said Trust Deed.

**City to pay  
\$25,000  
towards it.**

(2) The Corporation of the City of Toronto is hereby authorized to pay to the said trustees the sum of \$25,000 to form part of the said Relief Fund, the same to be paid out of the estimates and taxes for the year 1904, or partly in that year and partly in each of the years from 1905 to 1908 inclusive, as the said Corporation may deem proper, the said Corporation in the meantime to pay interest at the rate of four per cent. per annum upon the said sum of \$25,000 from the date of the said Trust Deed until the money is paid over to the said trustees. The trustees are to be at liberty to loan the said \$25,000 and any other moneys which may be in their hands to the said Corporation at such rate of interest as may be agreed upon by the Corporation and the said trustees. In the event of such loan being effected then the said Corporation is to pay the interest thereon half-yearly to the said trustees at the rate so agreed upon.

**Trustees may  
loan money  
to city.**

**By-law No.  
4186 and fuel  
supply.**

2. The Corporation having borrowed by means of By-law Number 4186, set out as Schedule "B" hereto, entitled, "A by-law to authorize the City Treasurer to borrow such sum or sums of money as may be necessary, not exceeding \$50,000 in all, for the purpose of purchasing and supplying fuel to charitable institutions and citizens in limited quantities," certain sums of money for the purpose of purchasing and supplying fuel to charitable institutions and citizens in limited quantities, and having paid out certain sums of money

in contracts and otherwise for the purchase of fuel, all sums of money so borrowed and all sums so paid are hereby declared to have been and to be legal and valid and to that extent within the powers of the said Corporation.

**3.** The agreements entered into between the Trustees of the University of Toronto and the Corporation of the City of Toronto and set out in Schedule "C" to this Act respecting the assessment of certain local improvements upon Duncan Street, are hereby declared to be valid and within the powers of the parties thereto.

**4.** The Council of the said Corporation is hereby authorized by by-law to set apart any of the lands purchased by the City at tax sales to be used by the said City for park, playground or other municipal purposes, and the said City shall not be required to sell the said lands within seven years from the time they were acquired by the City; but, upon the passing of such by-law or by-laws by the Council, the obligation to sell the same shall be at once removed.

**5.** The said Corporation is hereby authorized to issue debentures from time to time within five years from the passing of this Act for such sum or sums as the Council may deem necessary, but not exceeding in any one year one mill on the dollar on the assessed value of all the real and personal property in the cities in such year, according to the last revised assessment roll, for the purpose of purchasing parks and playgrounds in or within one mile of the limits of the City, and for making permanent improvements thereon, without submitting the by-law or by-laws for the same to the ratepayers entitled to vote on money by-laws; and if debentures to the amount of one mill on the dollar on such assessed value are not issued, or the proceeds thereof in any one or more years not expended, then the amount not issued or the sum not expended, in any such year or years, not exceeding the sum of \$500,000, may be issued or expended in any subsequent year. The debentures to be issued under the said by-laws shall be payable within such period as may be thought right by the Council, but not exceeding forty years from the date of the issue thereof, and the interest and sinking fund therefor shall be raised annually during the period provided in the said by-law or by-laws, and the interest shall be payable to the holders of such debentures half-yearly as the same falls due, but the debentures shall be payable at the end of the period or periods fixed by the said by-law.

**6.** The said Corporation, in obtaining lands for parks and playgrounds, may agree to pay for the same in annual sums

*Agreement  
between City  
and University  
validated.*

*Authority to  
set apart lands  
purchased for  
taxes for play-  
grounds, etc.*

*Parks and  
playgrounds.*

*Debentures  
therefor.*

*Lands pur-  
chased for  
parks, etc.,*

may be purchased on time.

either for a limited number of years, or during the lifetime of the owner, or otherwise as may be deemed prudent by the Council of the said Corporation, and as may be agreed upon with the person from whom the said lands may be purchased; or the said Corporation may obtain any such lands by lease or otherwise for any number of years on an agreement or option to pay and with power to pay the purchase money at any subsequent period.

Expend money on re-union of former residents.

7. The Council of the said Corporation may expend such sum, not exceeding \$5,000, as may be deemed prudent during the year 1903, in holding a festival or re-union for the former residents of the city and may include the same in the estimates for the year 1904.

Tax sales validated.

8. All sales of lands within the said city, up to and including the one held in the year 1902, and purporting to be made for arrears of taxes in respect of the lands so sold are hereby validated and confirmed, notwithstanding any irregularity in the assessment or other proceedings for imposition of any taxes so in arrear, or any failure to comply with the requirements of *The Consolidated Assessment Act, 1892*, or of *The Assessment Act* in regard to the manner in which any assessment roll or collectors' roll of the said City has been prepared, or in regard to the certifying or signing of the same, or the making of any affidavit or oath required in connection therewith, or in regard to the time for the return of any collectors' roll of the said City, or in regard to the furnishing, authenticating, or depositing of any list of lands in arrear for taxes within the said City, or in regard to the mailing of notice to any person in respect to whose land any taxes appeared at any time to be in arrear, or in regard to any omission to levy the amount of any such taxes in arrear by distress and sale of goods, and notwithstanding any other failure or omission by the said City, or the Council, or any official of said City to comply with any requirements of the said Acts, and notwithstanding anything to the contrary in either of the said Acts contained. Provided, however, that any land so sold for taxes which is still held by the Corporation may be redeemed by the owner thereof or any mortgagee thereon within three months from the passing of this Act, by such owner or mortgagee paying to the Corporation the full amount which would have been necessary to redeem the same, within one year from the day of sale as provided in *The Assessment Act*, including interest, the costs and charges of the sale, and also all taxes which have accrued subsequent to the sale, and a sum for any year or years in which the same may not have been rated for taxes equal to what would have been the taxes thereon at the current

Proviso as further time to red+em.

rate for such year or years if the land had been assessed to a private person, and also interest upon the several sums to the time of such redemption; and provided further that nothing in this section contained shall affect any rights which are the subject of litigation at the time of the passing of this Act. 6 Edw. VII., c. 99, s. 8.

**9.** The by-laws of the Corporation of the City of Toronto specified in Schedule D hereto and all debentures issued or to be issued thereunder, and all assessments made or to be made for the payment thereof, are hereby validated and confirmed except so much of by-law No. 4138 as imposes an assessment upon lots 26 and 27, plan 101 "E," on the south side of Bloor Street, having a frontage of 102 feet on Bloor Street, assessed to W. Hamilton Merritt, but now the property of the trustees of the University of Toronto, which assessment shall not be collectable unless and until the said lots have been sold or leased by the said trustees, and then shall be collectable for such time as shall follow such sale or lease, which assessment shall attach upon the land or the lessees' interest therein respectively, according to whether the said land shall have been sold or leased.

**10.** (1) The Corporation of the City of Toronto may, upon a three-fourths vote of the City Council, purchase from the Dominion Government the lands known as the Garrison Commons in the City of Toronto, upon such terms as may be agreed upon between the Council of the said Corporation and the said Government, and may pay the price agreed to be paid therefor.

(2) Or the said Corporation may purchase any land in any of the municipalities in the County of York to be used for military purposes, and may erect suitable buildings thereon for such purposes, if the said Government wish them so to do, and shall have full powers to expropriate such land in any of the said municipalities for the said purposes, making due compensation therefor according to the provisions of *The Municipal Act* providing for compensation for lands taken or injured, and, with the consent of the council of the local municipality wherein such land may be situate, may close up streets, lanes or other public places which it may be found necessary to include in the land required for such military purposes.

(3) The said Corporation may exchange the lands so acquired as aforesaid with the Dominion Government for the Garrison Commons property, upon such terms as may be agreed upon between the Council thereof and the said Government, and may pay to or receive from the said Govern-

Validate  
debenture  
by-laws.

City empow-  
ered to pur-  
chase Garrison  
Commons.

ment the difference between the respective values of the lands so exchanged as may be agreed upon between the said Council and the said Government.

(4) For any of the purposes aforesaid the Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as may be necessary therefor, and may issue any number of debentures payable in this Province or elsewhere in sums of not less than \$100 each, which may be requisite and necessary therefor, which debentures shall be payable within 40 years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding 4 per cent. per annum, payable half yearly ; and for the purpose of redeeming such debentures and paying the interest thereon, the Council of the said Corporation may, in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a rate per annum upon all ratable real and personal property in the said municipality over and above, and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

(5) The powers conferred by this section shall be in addition to the powers conferred by sections 5 and 6 of this Act.

(6) Any lands acquired within the City of Toronto by the Corporation of the City of Toronto under the powers by this section conferred shall be used for park or industrial exhibition purposes only.

---

#### SCHEDULE A.

Know all men by these presents—

Whereas certain persons, firms and corporations residing or doing business in the City of Toronto, hereinafter called the contributors, have deemed it expedient that a permanent fund should be created for the benefit of widows, orphans, relatives and others dependent for their support upon members of the Toronto Fire Department, who have died or may hereafter die by accident or from the result of accident while engaged in the actual performance of their duties;

And whereas the contributors have already subscribed a sum of twenty-eight thousand dollars and upwards for the purposes of such fund, and the Corporation of the City of Toronto has agreed to pay a sum of twenty-five thousand dollars to the trustees of the fund :

And whereas it is expedient that trustees for the fund should be appointed and their duties and responsibilities defined, and the trusts in respect thereof specifically declared;

And whereas certain of the contributors representing all the contributors and the Council of the Corporation of the City of Toronto have requested the parties hereinafter named to act during the tenure of their present official positions as trustees of the fund upon the terms and conditions herein-after declared which the said parties have agreed to do, as evidenced by their respective signatures hereto;

And whereas it is intended that upon any trustee ceasing to hold the official position now held by him, his successor in such office shall thereupon become a trustee hereunder:

Now therefore we, Oliver Aiken Howland, Mayor of the City of Toronto, Alfred Ernest Ames, President of the Board of Trade of Toronto, Henry Dixon Phillips Armstrong, President of the Board of Fire Underwriters of the City of Toronto, and John Thompson, Chief of the Toronto Fire Department, do hereby publicly acknowledge and declare:

1. That we will jointly act, without remuneration, as trustees for the purposes hereinafter declared of the said fund and of any further moneys which may hereafter be received by us for the purposes hereof;

2. That we will from time to time invest, re-invest and keep invested the said fund in securities authorized by *The Trustee Investment Act*, as from time to time in force, other than securities which are a first charge on land held in fee simple, or will from time to time loan the fund or a portion thereof to the Corporation of the City of Toronto, or will leave the same or portions thereof on deposit in chartered banks of the Dominion of Canada, or will transfer for investment the fund or such portion or portions thereof as the trustees may from time to time deem proper, to any authorized trust company or trust companies, provided such trust company or trust companies invest, re-invest and keep invested the same in securities authorized by *The Trustee Investment Act*, including and not excluding securities which are a first charge on land held in fee simple; and provided further that such trust company or trust companies shall invest such fund or such portion thereof as may be transferred to them, in such manner that the securities, documents and properties representing the same shall be earmarked with this trust, and shall guarantee to the trustees hereunder the due payment of the principal and interest in respect thereof.

3. That we, or a majority of us, will from time to time apply the income to be derived from the fund, or such portion

of the income as we, or a majority of us, in our absolute discretion, may deem expedient for the purpose of giving financial assistance to or for relieving from distress or want, or otherwise applying same for the benefit of such of the widows, children, relatives and others dependent for their support upon members of the Toronto Fire Department, who have died, or may hereafter die, from the result of injuries received while engaged in the actual performance of their duties as we, the trustees, or a majority of us, from time to time, may, in our absolute discretion, deem proper; and will likewise pay out of such income any expenses properly incurred in the administration or carrying out of the trusts hereof.

4. When we, or any of us, cease to hold the respective official positions hereinbefore mentioned, we and each of us shall thereupon cease to be and act as trustees hereunder, and shall and will execute such deed or document as may be necessary to vest any moneys received by us under this trust, or any securities or investments received or held by us as trustees as aforesaid in our successors in office as completely as if our said successors in office had been named or been parties to this declaration of trust, and our respective successors in office are thereupon to be and become trustees hereunder and shall receive the funds upon the terms hereof.

5. Pending the acceptance of such trust by any of our successors in office, or during the absence or incapacity of any trustee, a majority of the trustees may and shall act as trustees hereunder, and in such case such acts are to have the same validity as if every trustee had concurred and joined therein.

6. That we will do all such other acts, matters and things, including the obtaining of legislation, as in our absolute discretion may be deemed expedient for the permanent and effectual carrying out of the foregoing purposes, or any of them.

In witness whereof we, and each of us, have hereunto set our hands and seals, this eighth day of August, one thousand nine hundred and two.

Signed, sealed and delivered in  
the presence of

(sgd) R. T. COADY,  
THOS. CASWELL,  
GEO. B. WILSON.

A. E. AMES,  
HY. D. P. ARMSTRONG,  
JOHN THOMPSON.

(sgd) OLIVER A. HOWLAND, (seal)  
Mayor.

## SCHEDULE B.

## No. 4186. A BY-LAW

To authorize the City Treasurer to borrow such sum or sums of money as may be necessary, not exceeding \$50,000 in all, for the purpose of purchasing and supplying fuel to charitable institutions and citizens in limited quantities.

[Passed October 13th, 1902.]

Whereas, owing to the scarcity of fuel in the City of Toronto, occasioned by the coal strike in the State of Pennsylvania, it is apparently impossible to obtain by the ordinary channels of trade coal or wood at reasonable rates, so that charitable institutions and citizens in the City of Toronto may be supplied even in limited quantities for the coming winter;

And whereas it is imperatively necessary that something should be done by this Corporation to provide fuel for such institutions and citizens in limited quantities, or there will be extreme suffering and probably death in Toronto resulting therefrom:

And whereas at a meeting of the City Council held on the 6th day of October, 1902, a resolution was passed in the following words:

"Resolved, that this Council instruct the Board of Control to provide an appropriation, not exceeding \$50,000, for the purchase of fuel to be sold at cost to charitable institutions and citizens in limited quantities; that towards the above end a competent man, conversant with the fuel trade, be employed, with power to employ such assistance as he may deem necessary to properly carry out the intention of this resolution, the above party to report to and receive instructions from the Board of Control;"

And whereas at a conference held on the ninth day of October, 1902, between the Honorable George W. Ross, Premier of the Province of Ontario, and a deputation of this Council, the said Premier agreed, in view of the emergency above specified, that in case a by-law should be passed by this Council authorizing the City Treasurer to borrow such sum or sums of money, not exceeding in the amount of the liability, the sum of \$50,000, as might be necessary for the purpose of carrying out the foregoing resolution, the Government would, at the next session of the Ontario Legislature, support a Bill legalizing such loan and providing for the repayment thereof;

Therefore the Municipal Council of the Corporation of the City of Toronto enacts as follows:

## I.

The City Treasurer is hereby authorized and empowered to borrow from such banks, corporations, or persons as may be willing to lend the same, and upon such terms as may be necessary from time to time, such sum or sums of money, not exceeding \$50,000 in all, as may be required for the purpose of purchasing and supplying fuel to charitable institutions and citizens in limited quantities, until the same can be obtained in the usual way by the ordinary channels and at reasonable rates, the intention of this by-law being that the money may be borrowed from time to time in such quantities as may be required, and if necessary further sums if the earlier loans have been repaid, but so that the existing liability shall not at any one time exceed the said sum of \$50,000.

## II.

The said moneys so to be borrowed shall, until repaid, be and constitute a charge on all real and personal property, assets and effects of the said the Corporation of the City of Toronto.

W. A. LITTLEJOHN,  
City Clerk.

COUNCIL CHAMBER,  
Toronto, October 13th, 1902.

[L.S.] O. A. HOWLAND,  
Mayor.

## SCHEDULE C.

This agreement made in triplicate the fifth day of May, one thousand nine hundred and two; between the Trustees of the University of Toronto, hereinafter called the Trustees, of the first part; and the Corporation of the City of Toronto, hereinafter called the Corporation, of the second part.

Whereas the said Trustees with others have petitioned the said Corporation to construct a sewer upon Duncan Street, between King Street and Adelaide Street, and which sewer has been recommended by the City Engineer to the Committee on Works, and has passed the said Committee, but has not yet been presented to the Council of the said Corporation;

And whereas the solicitor for the said Trustees, before the recommendation of the construction of such sewer by the City Engineer, undertook that a proper agreement would be executed by the said Trustees binding them and the University, which they represent, for their proportionate part of the cost of the said sewer as though the said Trustees were a private corporation and not holding land exempt from taxation.

Now therefore this agreement witnesseth that the said Trustees hereby agree with the said Corporation as follows:—

1. That, if the said Corporation will proceed with the construction of the said sewer upon Duncan Street, between King Street and Adelaide Street, in accordance with the said petition, the lands of the said Trustees upon the east side of Duncan Street, extending from King Street to Adelaide Street, may be assessed for their proportionate part of the cost of the said sewer as determined by the Court of Revision, or in case of an appeal therefrom, by the County Judge; and that the said Trustees will pay the sum which may be rated against them and the said lands for their proportionate part of the cost of the said sewer, the same as if the said lands held by them were held by them as private persons, and that the said lands and Trustees were not exempt from taxation therefor.

2. The said Trustees agree that they will pay the annual rate which may be fixed for the cost of the said sewer upon the said lands belonging to them in all respects as if the said lands were not exempt from taxation.

This agreement is accepted by the City without waiving the City's contention that Russell Square is a public park or square which the City is entitled to and the agreement is entered into without prejudice to the City's claim to the square.

In witness whereof the said Trustees have hereunto set the hand of the Vice-Chairman of the said Trustees and the Bursar of the University and affixed the seal of office of the said Trustees; and the said Corporation have affixed their corporate seal under the hands of Oliver Aiken Howland, Esquire, Mayor, and Richard Theodore Coady, Esquire, Treasurer of the said City, and keeper of the said seal.

(Sgd.)      J. LOUDON,  
Vice-Chairman.

J. E. BERKLEY SMITH,  
Bursar

(Seal.)

## SCHEDULE C.

This agreement made in triplicate the 13th day of September, one thousand nine hundred and two, between the Trustees of the University of Toronto, hereinafter called the Trustees, of the first part, and the Corporation of the City of Toronto, hereinafter called the Corporation, of the second part.

Whereas the said Trustees with others have petitioned the said Corporation to construct a brick pavement and concrete sidewalks upon Duncan Street, between King Street and Adelaide Street, which pavement and sidewalks have been recommended by the City Engineer to the Committee on Works, and the recommendations therefor have passed the said Committee, and also the Council of the said Corporation:

And whereas the Chairman of the Board of Trustees in signing the said petition placed a memorandum thereon that the Trustees claimed no exemption for the property fronting upon Duncan Street from the assessment for the cost of the said works;

And whereas the said Trustees duly appeared before the Court of Revision, having jurisdiction in this matter, on the fifth day of August, 1902, and submitted to be assessed for the proportionate cost of the said pavement and sidewalks to the extent of one hundred and twenty-eight feet four inches on the east side of Duncan Street, measured from the south-east angle of Adelaide and Duncan Streets;

And whereas it is deemed expedient to have a proper agreement executed by the said Trustees binding them and the University, which they represent, for their proportionate part of the cost of the said pavement and sidewalks as aforesaid, as though the said Trustees were a private corporation, and not holding land exempt from taxation;

Now therefore this agreement witnesseth as follows:

- (1) That if the said Corporation will proceed with the construction of the said pavement and sidewalks upon Duncan Street, between King Street and Adelaide Street, in accordance with the said petition, the said lands of the said Trustees upon Duncan Street, being the said frontage of one hundred and twenty-eight feet four inches, may be assessed for their proportionate part of the cost of the said pavement and sidewalks, as determined by the Court of Revision, and that the said lands of the Trustees will be charged with the sum which may be rated against the said lands for their proportionate part of the cost of the said pavement and sidewalks

as aforesaid, the same as if the said lands held by them were held by them as private persons, and that the said lands were not exempt from taxation therefor.

(2) The said Trustees agree that the said lands will stand liable for the annual rate which may be fixed for the cost of the said pavement and sidewalks upon the said frontage of one hundred and twenty-eight feet four inches of the lands belonging to them, as if the said lands were not exempt from taxation.

In witness whereof the said Trustees have hereunto set the hands of the Chairman of the said Trustees and the Bursar of the University, and affixed the seal of office of the said Trustees, and the said Corporation have affixed their corporate seal under the hands of Oliver Aiken Howland, Esquire, Mayor, and Richard Theodore Coady, Esquire, Treasurer of the said City, and keeper of the City seal.

Signed, Sealed and Delivered in the presence of  (Sgd.) JOHN A. PATERSON. (Trustees' Seal)	 (Sgd.) JOHN HOSKIN. Chairman of Trustees of University of Toronto.  (Sgd.) O. A. HOWLAND, Mayor. { R. T. COADY, Treasurer.
--------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------

*Schedule "D" sets forth the following By-laws, namely, Nos. 4121, 4124, 4134 to 4148 inclusive, 4154, 4155, 4157, 4161, 4163, 4164, 4185 and 4186.*

---

**4 Edw. VII. c. 70 (Ont.), as amended by 5 Edw. VII. c. 83, s. 5.**

### An Act respecting the City of Toronto.

[Assented to 26th April, 1904.]

**W**HEREAS the Municipal Corporation of the City of Preamble. Toronto has, by petition, prayed for special legislation in respect of the several matters hereinafter set forth: and whereas on the 15th of March, 1888, an agreement was entered into between the said Corporation, the Canadian Pacific Railway Company and the owners of riparian property bordering upon the north shore of the Toronto Harbour, which agreement was known as the Windmill Line Agreement, and provided in short for the removal of the Windmill Line and the extension of the properties north thereof to a line further south in the said Harbour, and for the issue to

the owners of the lands north of the said Windmill Line of Patents for the lands south thereof, and out to the new line, upon certain terms and conditions set out in the said agreement, and several Orders have been passed by His Excellency, the Governor-General in Council, approving of such agreement, and of the extension of the Windmill Line, and of the issuing of Patents thereunder as provided therein, and such Patents have been issued both by the Government of the Dominion of Canada and by the Government of the Province of Ontario in accordance with the said agreement; and whereas it has now been found expedient to validate the said agreement and to make the same binding not only on the parties who signed the same, but upon all the other parties who obtained lands in accordance with the provisions thereof; and whereas under the local improvement system, which was adopted in the City of Toronto some years ago, the Corporation is prevented from paying any part of the cost of sewers except the portion opposite exempt properties, and certain works providing for street surface drainage as provided in *The Consolidated Municipal Act, 1903*, and whereas it has been found expedient to drain a large part of the City of Toronto east of Woodbine Avenue, and it has been deemed inexpedient to charge the owners of the lands in that locality with the whole cost of the system of such drainage, as it involves the expenditure of a considerable sum for the purification of the sewage, and the said Corporation is desirous of contributing \$11,000 towards the cost of the construction of this system; and whereas the said Corporation has asked for authority to issue debentures for the amount of \$191,500, to cover the amount of a floating debt of the said Corporation which has arisen from certain over expenditures in connection with certain works duly authorized by the ratepayers, and certain other works and improvements of an emergent and absolutely necessary nature, and having shewn the particulars thereof, it appears reasonable that authority should be given to cover the said floating debt to the said amount of \$191,500, by the issue of debentures for the purpose; and whereas no objections have been made to any of the by-laws set out or referred to in Schedule "B" hereto; and whereas no opposition has been offered to the confirmation of the said by-laws; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Windmill  
Line Agree-  
ment and  
patents issued

1.—(1) The Memorandum of Agreement dated the 15th day of March, 1888, commonly called the Windmill Line

Agreement, a copy of which is set out as Schedule "A" thereto, having been approved of and acted upon by His Excellency the Governor-General-in-Council by various Orders in Council, and Patents having been authorized to be and having been issued in accordance therewith as directed by the said Orders in Council, and similar Patents having been issued by the Government of the Province of Ontario, the said Agreement is hereby validated and confirmed, and the rights, duties, liabilities, obligation, covenants and conditions granted, given, conferred, imposed by or contained in the said agreement, or directed by the said agreement to be so granted, given, conferred or imposed, and the trusts, conditions and obligations contained in the several patents issued or that may hereafter be issued thereunder (the Patents issued by the Government of the Dominion of Canada being confirmed by Patents issued by the Government of Ontario), are hereby declared to be legal and binding upon the Corporation of the City of Toronto and all or any other person or persons whomsoever that are or may be affected thereby or interested therein, and the said agreement and all rights, duties, liabilities, obligations, covenants and conditions therein contained are declared to be (without prejudice to any other means of enforcement) enforceable in the same manner and to the same extent as if the said agreement had been a statute of this Province.

(2) Each and every person to whom such Patents have been or may be issued or to whom the land granted by such Patents or any part thereof has been or may hereafter be conveyed or granted are hereby declared to be liable to and subject to all the rights, duties, liabilities, obligations, covenants and conditions contained in the said agreement or the said Patents or either of them.

(3) The provisions of this section shall not apply to subsection (f) of section 5 of the said Windmill Line Agreement, nor to the location of the new street therein referred to, now commonly called Lake Street.

(4) The Grant or Patent referred to in the said agreement, from which certain time or times are to be computed, shall mean the patent granted by Her Late Majesty Queen Victoria, acting for and in behalf of the Dominion of Canada and bearing date the 18th day of December, 1893.

(5) Nothing in this section contained shall be considered as a consent or acknowledgment on the part of the Province of Ontario to the Government of the Dominion of Canada having jurisdiction to grant the Patents herein referred to.

3 Edw. VII., c. 19. Power to grant by-law \$11,000 to construct sewerage system east of Woodbine Avenue. 2. Notwithstanding the provisions of the local improvement clauses of *The Consolidated Municipal Act, 1903*, and By-law No. 2001, passed by the said Council, providing that the cost of constructing permanent local improvement works should be defrayed by the local improvements assessments, the Council of the said Corporation may grant and pay by by-law or otherwise the sum of twenty-four thousand dollars towards the cost of constructing a sewerage system for the part of the City east of Woodbine Avenue. 5 Edw. VII. c. 83, s. 5.

Power to pass by-laws for certain purposes without assent of electors.

3. The Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as from time to time may be necessary to authorize the issue of "City of Toronto Consolidated Loan Debentures" to such amount not exceeding \$191,500 as may be necessary for the following purposes:—

1. Cattle Market Improvements .....	\$20,000
2. Erection of Western Garbage Destroyer. ....	9,500
3. Harbour Cribwork (foot of Bay St.)...	27,000
4. Queen Street Subway widening.....	8,000
5. Water Works, new house services, etc...	50,000
6. Berkeley Street Fire Hall.....	37,000
7. No. 1 Police Station alterations.....	15,000
8. Yonge Street Fire Hall.....	7,000
9. Dundas Street Fire Hall.....	6,000
10. Exhibition Buildings .....	12,000

\$191,500

Issue of debentures and rate for sinking fund.

and for such purposes, or any of them, may issue any number of debentures payable in this Province or elsewhere in sums of not less than \$100 each, which may be payable at any time within twenty-eight years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly; and for the purpose of redeeming such debentures and paying the interest thereunder, the Council of the Corporation of the City of Toronto may in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures thereof, impose a rate per annum upon all ratable real and personal property in the said municipality, over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

By-laws Schedule B. confirmed.

4. The by-laws of the Corporation of the City of Toronto specified in Schedule "B" hereto, and all debentures issued

or to be issued thereunder and all assessments made or to be made for the payment thereof are hereby validated and confirmed. Provided, however, that nothing in this section contained shall affect any pending motion or proceeding referring or relating to By-law No. 4227 referred to in the said schedule.

**5.** Section 16 of the Act, passed in the 35th year of the reign of Her Late Majesty Queen Victoria, and chaptered 79, <sup>16, amended.</sup> is amended by striking out the words "bathe or" in the first line; and also by striking out the word "three" in the third line, and inserting the word "five" in lieu thereof; by striking out the word "twenty" in the fifteenth line and inserting in lieu thereof the words "one hundred;" also by striking out the word "one" in the twenty-third line and inserting the word "six" in lieu thereof; and by adding at the end thereof the following words:—"Provided, however, that nothing in this section contained shall apply to the waters commonly known as the Toronto Bay or to those known as Ashbridge's Bay."

**6.** The Corporation of the City of Toronto shall have the right to purchase any stock or shares of the Consumers' Gas Company and to bid therefor at any sale or sales that may be made of such stock or shares when put up at auction, and to purchase the same at such auction or from any shareholder. It shall be not necessary to submit a by-law to the ratepayers entitled to vote on money by-laws before issuing debentures to raise the money for purchasing said stock or shares, provided a general consent of the ratepayers entitled to vote on money by-laws shall be first obtained for the purchase of stock or shares under the provisions of this Act. Such consent may be given by an affirmative vote of such ratepayers being obtained in favor of such purchase and issue upon a question or questions to be submitted to them by by-law under the provisions of *The Consolidated Municipal Act, 1903*, as <sup>c. 19.</sup> <sub>3 Edw. VII.,</sub> to submission of questions. Such questions may be submitted at a time other than the annual elections and such by-law need not specify the amounts of stock or shares to be purchased from time to time nor the times when such purchases are to be made.

**7.** In the event of the said Corporation of the City of Toronto holding stock or shares in the Consumers' Gas Company to the amount of a par value of \$10,000 or more, and so long as a holding to the said amount shall continue, the head of the said Corporation shall be *ex officio* a director of the Company in addition to the other directors thereof, and shall also be Head of corporation to be *ex officio* director of company so long as city holds stock of \$10,000.

entitled to vote on all stock or shares so held at shareholders' meetings as might any shareholder owning the said stock or shares.

Power to purchase shares  
not to be subject to limitation of  
52 Vic., c. 74.

8. The power conferred upon the Corporation of the City of Toronto under the provisions of this Act to purchase stock or shares of the said Company and to issue debentures for the purchase thereof shall not be subject to the limitation of the borrowing powers of the said City contained in the Act passed in the 52nd year of the reign of Her late Majesty, Queen Victoria, chaptered 74, and the amount of such debt incurred therefor (the investment being revenue producing), shall not be considered as part of the general debenture debt of the said City.

#### SCHEDULE A.

##### THE "WINDMILL LINE AGREEMENT."

Memorandum of Agreement in re Southward Removal of Windmill Line," Toronto:

1. In this agreement, "the City" means the Corporation of the City of Toronto. "Owner" means any person or corporation who at the date of the issue of the patents hereinafter mentioned has any estate, right, title or interest, legal or equitable, in any riparian property, and the heirs, executors, administrators, successors and assigns of such person or corporation. "Riparian property" means any parcel of land, or land covered with water abutting on the Windmill Line. "Riparian owner" means the owner, as above defined, of any such riparian property. "Private riparian owner" means any owner of riparian property other than the City, and includes a Corporation. "Lessee" includes any person or corporation having less than a freehold interest in riparian property.

2. The water front of the City of Toronto to be moved southerly as hereinafter described.

(a) The Crown to grant the lands and the lands covered with water, described as follows:—

Commencing on the east side of Parliament Street, at the intersection thereof with the Windmill Line; thence southerly upon the same course as the present east side of Parliament Street 394 feet; thence westerly parallel to the said Windmill Line to a point on the west side of York Street, produced southerly; thence on a straight course to a point on the Windmill Line 250 feet more or less east of the east side

of Peter Street, measured along said Windmill Line to the easterly boundary of the Grand Trunk Railway property; thence from the said last mentioned point easterly along said Windmill Line to the place of beginning. Excepting thereout the strip of land, and land covered with water which coincide with the southward prolongation of all the streets now running to the south front of the Esplanade and the new street\* to the south of the Windmill Line hereinafter mentioned in Clause 4.

3. Subject to the provisions of paragraph 6, the said grant is to be made to the Corporation of the City of Toronto upon trust for the use and benefit of the respective persons and corporations who at the date thereof are the owners or occupiers of the lands, and lands covered with water abutting upon the Windmill Line, or who then have any estate, rights, titles or interests in the respective parcels of land, and land covered with water abutting upon the said Windmill Line; and each such person or corporation who has then any estate, right, title or interest in any property abutting upon the said Windmill Line shall have and be entitled to the same estate, right, title and interest in that part of the lands so to be granted as aforesaid, which lies in front of his said property, and is included within lines drawn parallel to the prolongations of the nearest City streets running north and south, and the City shall convey to them so much of the said lands as lie in front of their respective riparian properties or private riparian properties, as herein mentioned; and shall lease such portions thereof as lie in front of riparian property owned by the said Corporation, but held under lease to the respective lessees or sub-lessees of such properties respectively, at a nominal rent for the unexpired term of such existing lease or sub-lease.

(a) The leases of such added lands shall be renewable from time to time at the option of the respective lessees, if the existing leases are renewable, and then on the same terms and conditions and with such covenant or covenants for renewal, if any, as are contained in the existing leases of the present riparian property, as above respectively mentioned, provided always that in fixing the rent upon any such renewal, the tenant and his executors, administrators and assigns shall never be chargeable with rent in respect of any improvements made upon such property by or at the expense of any person other than the superior landlord; or in respect of the added lands, it being nevertheless distinctly understood that on the resumption of the land by the owner in pursuance of any term or condition of the lease in that be-

\* This is now commonly called Lake Street.

half contained, the lessee shall not be entitled to any compensation in respect of the value of the added land, but only for or in respect of the lessee's improvements thereon or thereto, which said improvements are to include the proportionate part of any actual expenditure made or incurred by the lessee in making the new street herein provided for, due allowance being made for the lessees' use thereof.

(b) In all cases where the City, at the date of the said grant, has itself any estate, right, title or interest in any parcel of land, or land covered with water, abutting on the Windmill Line, it shall have for its own use and benefit the same estate, right, title and interest in any portion of land extending in front of such parcel as aforesaid.

4. The Crown to reserve an allowance for a new street,\* 66 feet wide, along the south side of the present Windmill Line, from the east side of Parliament Street to the west side of John Street, except between the east side of Scott Street and the west side of York Street, where such new street shall swerve southward and follow a line generally parallel to the southern limit of the Esplanade.

5. Upon such last mentioned allowance a street is to be constructed (within fifteen years from the date of the patent to the City, or within such shorter period as the same may be petitioned for as hereinafter provided), that is to say :

1st. As to the portions thereof which are prolongations of the existing streets running southerly, by the City; and

2nd. As to the portions thereof between the said prolongations by the respective owners and lessees in proportion to their several and respective interests in the riparian property; but any such owner or lessee, instead of filling up the whole of said allowance to form such street, may construct and maintain (as to the portion not so filled up) a viaduct to the satisfaction of the City Engineer across any private or public slip; provided that in the case of a public slip the consent of the City Council must first be obtained, and as soon as the said new street is filled up, as aforesaid, across any public slip, then the City shall forthwith fill up the slip on the north of said street, and without liability to anyone for so doing.

Subject to the terms of any agreement between the owners of lands abutting upon any section of the said 66 feet strip so to be reserved by the Crown (Lake Street) which extends from one slip to another, the owners and occupiers of riparian properties shall (each with regard to the portions

\* This is now commonly called Lake Street.

of the said 66 feet reservation lying in front of his property), have the free use of the said strip or reservation until the same is filled up, throughout the entire length of the section of which the same forms a part, and is taken possession of by the City for the purpose of laying a roadway thereon, and the owners and occupiers of a riparian property adjoining any slip shall also have the sole and exclusive right to use the portion of the reservation for street herein provided for, which is opposite the extension of the slip on which their property so abuts, until such portion of the said reservation is filled up for a street, as aforesaid.

(a) Such new street shall be constructed up to "formation level" according to plans and specifications to be provided by the City, and in each case of objection or dispute (if any), such plans and specifications or the mode of executing the work shall be subject to the approval of the Minister of Public Works of Canada or of such persons as he may appoint.

In case at the time the City requires to construct the roadway, or any part thereof, the riparian property and the land reserved for a street, as aforesaid, and any land beyond that has been substantially filled in and such filling is sufficiently protected by a substantial breastwork, the cribbing or other breastwork required by the said plans and specifications for filling in and constructing said street up to the formation level shall, as to such portion of said new street, be dispensed with.

Above "formation level" such street shall be constructed by the City as a local improvement in accordance with the provisions of *The Municipal Act* or any private Act relating to local improvements for the time being in force in the City of Toronto, provided always that the construction of said street shall not be preventible by any petition from the owners or lessees of adjoining property, after the expiration of the said period of fifteen years.

The roadways upon the said slips above "formation level" shall in like manner be constructed by the City as local improvements under *The Municipal Act* or any private Act in that behalf then in force in the City of Toronto.

(b) In case any part of the said street is not constructed up to formation level within the time herein limited for that purpose, or at the time when the City may act upon any petition as hereinafter provided, the City may do what is necessary to complete such construction; and any expense so incurred shall be a debt due to the City from the persons or corporations respectively, who should have done the said work, and shall be the first lien or charge upon that portion

of the property to be included in the above extension which lies directly south of the riparian property, in front of which such construction was not so completed. Such expenditure shall bear interest at five per cent. per annum from the respective times of payment by the City until paid, and shall become due and be payable so soon as the section of the work within which the particular property is situated shall have been completed and made fit for the use of the public, and no person or corporation shall be responsible for the construction of any part of the street except that which abuts upon his own land.

(c) Until the expiration of ten years from the date of the said patent to the City, the respective owners and occupiers of property fronting upon existing slips shall continue to have the free use of such slips in their present condition, except in so far as they may consent to have same filled up as hereinafter provided in case of petition, and no person shall have any claim against the City for compensation or damage for the filling up of any slip after the expiration of said period of ten years, or after a petition sufficiently signed, as hereinafter provided, shall have been presented to the said Council.

(d) Notwithstanding anything herein contained, the City shall be at liberty at any time within the said period of fifteen years, above limited, for the construction of said new street, upon the receipt of a petition duly signed by the owners and lessees entitled to petition for or against any local improvement under the provisions of *The Consolidated Municipal Act of 1883*, as amended by the Act 49 Victoria, Chapter 37, Section 32, where such owners and lessees represent two-thirds of their number and one-half in value of the riparian property described in the petition, or two-thirds of its value, to construct and complete the said new street, and the roadway in front of the property described in the petition and to fill up the intervening slips, being the continuation of streets running southward from the Esplanade to such new street, and to construct roadways therein; provided always that no such petition shall be acted upon unless the real property described therein comprises all of the real property lying between two or more of the existing streets, to be continued southerly to intersect the said new roadway as above provided. Provided always that this clause shall not apply to that portion of the said property lying between the west side of Scott Street and the east side of Sherbourne Street until the expiration of five years, nor to the portion thereof lying east of Sherbourne Street until the expiration of the period of ten years from the date of the patent to the City.

(e) Owners and occupiers of property south of the south-easterly limit of the present Esplanade may run pipes across and under such new street allowance and take water from the Bay without charge for their own use on such property, but not for sale.

(f) No track shall ever be laid along any portion of such street for the use of railways or street railways.

6. Whenever any owner has constructed, or has paid for the construction of that part of the said street in front of his land up to "formation level," as herein described, he shall be entitled to a conveyance of his part of the land so to be granted to the City in fee simple; and if there are several persons having interests or estates in the same parcel of land, the conveyance shall be made to the said persons respectively, according to their respective estates and interests. Owners who have not completed the said work (or all the said work) in front of their respective lots, shall be entitled to their respective conveyance upon payment to the City of the amount due under paragraph 5 (b) of this agreement.

(2) In case any owner in fee other than the City so desires, and at any time within six months from the date of this agreement, gives notice of such desire to the City and to the Minister of Public Works of Canada, then and in such case the patent of the extension in front of the riparian property of such owner, instead of being issued to the City, shall be issued to such owner, but each such patent shall contain the following conditions, that is to say:

(a) That within fifteen years from the date of the issue of the patent, unless the new street has been sooner done on petition as hereinbefore provided, the patentee or his assigns shall fill up that part of such new street lying in front of his land to "formation level," as mentioned in paragraph 5 of this agreement.

(b) That in case such patentee or his assigns fail to comply with the above condition, the City may do what is necessary to complete such work up to formation level, and the expense so incurred shall be a first charge and lien on the property included in said patent, and shall be payable as provided in paragraph 5 (b), and shall bear interest at five per cent. per annum until paid, and the said lien may be enforced in any Court of competent jurisdiction: and

(c) Each such patent and conveyance shall also contain the same trusts and provisions in favor of all persons claiming under the patentee or his predecessors in title, whether by

lease or otherwise, as those to be contained in the above mentioned patent to the City for the benefit of its lessees and sub-lessees.

7. Existing rights of property holders to reach the respective railway tracks, and of the railway companies respectively to reach the new water front or any other locality by any means whatever, are not to be affected by this agreement.

8. Any owner or occupant of land fronting on the said new street may, with the consent of the City Council and under such regulations as the City Council may from time to time prescribe, construct and maintain a tunnel under the said new street, or may carry overhead bridges or other means of conveyance across the same, the plans and specifications of any such proposed work to be first submitted to and approved of by the City Engineer.

9. The intention of this agreement and of the provisions thereof is that the benefit and the burden to arise from the addition to any parcel of land abutting upon the Windmill Line of the land covered by water extending to the new line hereinbefore mentioned; and from the expenditure in the construction and maintenance of the new street (by whomsoever constructed) shall be enjoyed and incurred to and be borne respectively by all persons having estates, rights, titles or interests, legal or equitable, in any such parcel in just and equitable proportion; regard being had to the nature, extent and duration of such estates, rights, titles or interests respectively, and to the rights and equities of such, as between themselves in respect thereof. And in the case of any dispute or difference between any of the said parties respecting the terms hereof or any matter arising out of it or of the carrying of it out, such dispute or difference may be determined in a summary way without any action or pleadings by the Supreme Court of Judicature of Ontario, on motion to be made to the said Court after ten clear days' notice.

11. Approved as amended this Fifteenth day of March, A. D. 1888.

(Signed)

GEORGE M. CLARK,

*For C. P. R.*

(Signed)

DALTON McCARTHY,

*For Dalton and Bayley and  
E. Rogers & Co.*

(Signed)

FREELAND ESTATE,

*Riparian Owners.*

(Signed)

W. G. McWILLIAMS,

*For City of Toronto.*

N.B.—The above agreement was ratified by the City Council on March 1st, 1888, and again November 19th, 1888.

*Schedule "B" hereto sets forth the following By-laws, namely, Nos. 4209, 4210, 4211, 4215 to 4219 inclusive, 4223 to 4231 inclusive, 4239, 4244, 4245, 4251, 4252, 4255, 4261, 4262 and 4273.*

---

**5 Edw. VII. c. 83 (Ont.), as amended by 6 Edw. VII. c. 99,  
s. 4.**

### An Act respecting the City of Toronto.

[*Assented to 25th May, 1905.*]

WHEREAS the Municipal Corporation of the City of Preamble. Toronto has by petition prayed for special legislation in respect of the several matters hereinafter set forth; and whereas no objections have been made to any of the by-laws referred to in Schedule "A" hereto; and whereas no opposition has been offered to the confirmation of the said by-laws; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. In view of the necessity which exists for straightening the Don River from the Grand Trunk Railway bridge southerly, either to Ashbridge's Bay or to the channel connecting the river with the Toronto Bay, or to the open lake, the said Corporation shall have power and authority, and they are hereby authorized and empowered—

(1) To enter upon, take, use and acquire all lands and land covered by water which, or a portion of which, may be convenient or necessary for straightening the Don River, or doing any work pertaining thereto, and to divert the said river into the said straightened channel and to perform all work necessary to such diversion.

(2) To contract with the owners, tenants and occupiers of or other person interested in the lands which the said corporation is hereby authorized to take, or any or all of them, for the purchase of the said lands or any part thereof, or interest therein, either by paying therefor in cash, or by the exchange of other lands in lieu thereof, or partly in one way and partly in another, as to the said corporation and said owners, tenants or occupiers, or persons interested may seem proper.

Power to  
straighten  
Don River.

(3) In case of a disagreement between the said Corporation and the owners, tenants or occupiers of, or other persons interested in any lands entered upon, taken, or used by the said Corporation in the exercise of any of the powers conferred by this Act, or injuriously affected by the exercise of such powers as to the amount of purchase-money of such lands, or any part thereof, or interest therein, or as to the claim for compensation made by such person, every such disagreement and claim shall be settled and determined by arbitration under the provisions of *The Municipal Act* in force at the time such proceedings may be taken.

**Power to  
raise \$400,000  
by deben-  
tures.**

2. For any of the purposes aforesaid, and also for improving the lands belonging to the said Corporation in and around Ashbridge's Bay, the Council of the said Corporation may, after having submitted the same to and having received the assent of the ratepayers qualified to vote on money by-laws, pass such by-laws as may be necessary to raise a sum not exceeding \$400,000 therefor, and may issue any number of debentures necessary to raise the said amount payable in this Province or elsewhere in sums of not less than \$100 each, which may be requisite and necessary therefor, which debentures shall be payable within forty years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly; and for the purpose of redeeming such debentures and paying the interest thereon, the Council of the said Corporation may, in any by-law or by-laws to be passed authorizing any such loan or loans or any part thereof, and the issue of debentures therefor, impose a rate per annum upon all ratable real and personal property in the said city over and above and in addition to all other rates to be levied in each year which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity. Any income derived from the lands so taken or from lands granted to the City by the Patent of the 18th of May, 1880, and known as the "Marsh Lands," shall be applied for the purpose of paying the interest on and redeeming such debentures and for repaying any amount or amounts thereof that have been paid as above provided for out of general taxation until the whole amount paid out of general taxation has been satisfied, and such income shall be taken into account in estimating from time to time the rate to be raised as aforesaid. Provided, however, that nothing herein contained shall be construed as prejudicing or affecting the provisoies and conditions contained in the said patent, save and except that the principal and interest of the said debentures shall be a first charge upon the rents and profits of the said "marsh lands," and provided further

that nothing herein contained shall affect the rights of parties in any litigation now pending or deprive any person of riparian rights, if any, in land not expropriated. 6 Edw. VII. c. 99, s. 4.

3. The said Corporation may sell electrical energy in <sup>Power to sell</sup> that part of the city known as the "Island," generated or <sup>electrical</sup> produced from their Water Works System upon the Island, <sup>energy or light</sup> on Island. or light developed thereby or therefrom to residents and others desiring to use the same upon the Island and may pay for the machinery and appliances necessary in generating, producing and distributing such electrical energy, or debentures for any sum not exceeding \$40,000, payable over a period of twenty years, or may include the cost thereof not exceeding \$40,000, in the estimates for the year in which the same may be made and expended; any by-law or by-laws for raising the said money by said debentures need not be submitted to the ratepayers qualified to vote on money by-laws before the same is passed by the Council.

4. The Council of the said Municipal Corporation may <sup>Grant of</sup> pass a by-law or by-laws to make a grant not exceeding <sup>\$5,000 to</sup> South African <sup>Memorial</sup> Association, and may include the same in the estimates of any year, or partly in one year and partly in another, so long as the sum raised does not exceed \$5,000.

\* \* \* \* \*

6. The by-laws of the Corporation of the City of Toronto, <sup>By-laws validated.</sup> specified in Schedule "A" hereto and all debentures issued or to be issued thereunder and all assessments made or to be made for the payment thereof, are hereby validated and confirmed.

*Schedule "A" hereto sets forth the following By-laws, namely, Nos. 4334 to 4338 inclusive, 4342 to 4347, 4353, 4354, 4355, 4357, 4360 to 4369 inclusive, 4392, 4393, 4410, 4411, 4412, 4427, 4437, 4438, 4439, 4444, 4445, 4446, 4449, 4461.*

5 Edw. VII. c. 84 (Ont.)

An Act respecting the City of Toronto.

[Assented to 25th May, 1905.]

WHEREAS the Corporation of the City of Toronto has <sup>Preamble.</sup> by petition prayed for special legislation in respect to the several matters hereinafter set forth; and whereas

the Lieutenant-Governor in Council by proclamation dated 3rd March, 1905, annexed to the City of Toronto a certain portion of the Township of York, and made certain provisions for the assessment of the said lands; and whereas the power of the Lieutenant-Governor in Council to make the said provisions has been questioned, and it is desirable to validate the said proclamation; and whereas the terms of an agreement have been arrived at between The Grand Trunk Railway Company of Canada and the said Corporation respecting the leasing of certain lands by the Corporation to the railway which are required by the railway for the purposes of a new passenger station and passenger station yards, in the City of Toronto, and it has been deemed expedient to have the said agreement validated by legislation; and whereas the said Corporation has asked for authority to issue debentures to raise an amount not exceeding \$110,500 for certain works and improvements of an urgent and necessary nature, and it appears reasonable to grant such authority; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Proclamation  
set out in  
Sched. "A"  
validated and  
confirmed.

1. The proclamation made by the Lieutenant-Governor in Council, of the Province of Ontario, dated 3rd March, 1905, a copy of which is set out as Schedule "A" hereto, is hereby validated and confirmed, and it is hereby declared that the said Lieutenant-Governor in Council had full and ample authority to make all the provisions therein contained for the assessment of the said lands, and all assessments thereof made and adopted or to be made and adopted by the said Corporation of the City of Toronto, or by the Assessment Commissioner, or the assessors thereof, and all taxes levied or to be levied according to and upon such assessments be and the same are hereby declared to be valid and binding upon all parties concerned; provided however that where only a portion of a parcel which was assessed as a whole by the township for 1904 is added, then the assessment of such portion shall be made proportionately according to the area so added.

(2) And provided also that the assessment of the land and of the land and buildings of William Mackenzie under the proclamation for the period of ten years from the first day of January, 1905, entered on the assessment roll for the City of Toronto under numbers 51,064 and 51,064 $\frac{1}{2}$ , shall be fixed by some disinterested person to be appointed by the Honourable the Provincial Secretary of the Province of Ontario and such assessment shall be a compara-

tive and relative assessment with the assessment of other land, and other land and buildings entered on the assessment roll of the Township of York in the territory included in the proclamation. Such fixing of assessment to be made upon inspection of the assessment roll and land and buildings, without any examination of witnesses, and to be made within a reasonable time. Any other owner of land or of land and buildings within the annexed territory who has appealed against the assessment made by the City of Toronto under the proclamation, or who is now entitled to appeal, shall have an equality of right with the said William Mackenzie under this Act.

The Clerk of the said City of Toronto may forthwith complete the collector's roll or rolls for the said City for the year 1905, according to the provisions of *The Assessment Act*, without including therein the assessment of the said lands of William Mackenzie or any other assessment which may be altered in pursuance hereof, and upon the award of the said person so to be appointed being made, add the assessment or assessments thereby fixed to the said roll or rolls and the taxes upon the said lands shall thereupon become payable as if they had been originally included in the said roll or rolls.

**2.** An agreement between the Grand Trunk Railway Company of Canada, and the said Corporation, a copy of which is set out as Schedule "B" hereto, is hereby declared to be valid and binding on the parties thereto and the said parties thereto are hereby empowered to do all acts provided for in said agreement or necessary to give effect to the same. The said Corporation, at the expense of the said Company, are hereby authorized to expropriate the twenty-five feet in width of the Baldwin lot mentioned in paragraph 5 of the said agreement under the provisions for expropriation in *The Consolidated Municipal Act, 1903*, and any amending Acts, and subject to the payment of compensation as therein provided. Nothing herein contained shall prejudice or affect the claim which has been raised as to the validity of the expropriation order mentioned in the said agreement so far as it affects the lands leased by the City of Toronto to A. R. Williams.

**3.** The Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as from time to time may be necessary to authorize the issue of "City of Toronto Consolidated Loan Debentures" to such amount as may be necessary to raise the sum of \$110,500 for the following purposes:

Agreement  
between City  
and G. T. Ry.  
Co. set out as  
Sched. "B"  
confirmed.

Issue of deben-  
tures for  
\$110,500  
authorized for  
certain pur-  
poses.

Freight shed on east side of block D, Harbor Square	\$45,000
Buildings on wharf between Yonge and Bay Streets	15,000
Erection of new morgue .....	20,000
Extension of Jarvis Street sewer .....	5,700
Extension of Berkeley Street sewer .....	3,500
Twelve inch water main on Spadina Avenue from Wellington Street to College Street .....	14,700
Twelve inch water main on Sterling Road from Bloor Street to Dundas Street .....	6,600
	—————
	\$110,500

and for such purposes or any of them may issue any number of debentures payable in this Province or elsewhere in sums of not less than \$100 each, which may be payable at any time within forty years from the respective dates thereof with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly; and for the purpose of redeeming such debentures and paying the interest thereunder, the Council of the Corporation of the City of Toronto may in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a rate per annum upon all ratable real and personal property in the said municipality, over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

---

#### SCHEDULE A.

W.M. MORTIMER CLARK.

CANADA, PROVINCE OF ONTARIO.

Edward the Seventh, by the Grace of God, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the seas, King, Defender of the Faith, Emperor of India.

To all to whom these presents shall come, or whom the same may concern, Greeting:—

#### PROCLAMATION.

J. P. WHITNEY, Attorney-General.

Whereas it has been made to appear to the Lieutenant-Governor of Our Province of Ontario in Council that two-thirds of the members of the municipal Council of the Cor-

poration of the City of Toronto, in the County of York, did, in Council, before the 15th day of July, 1904, and in pursuance of the provisions in that behalf of *The Municipal Act*, pass a resolution affirming the desirability of adding to the said City of Toronto certain portions of the adjoining Township of York in the said County of York;

And whereas the said municipal Council has prayed that a proclamation be issued to give effect to the said resolution;

And whereas Our said Lieutenant-Governor in Council deems it expedient to grant the said prayer;

Now know ye, that, having taken the premises into Our royal consideration, We, by and with the advice of the Executive Council of our Province of Ontario, and in the exercise of the power in us vested in this behalf by the said in part recited Act, or otherwise howsoever, do, by this Our royal proclamation, hereby add to the said City of Toronto, under the terms and conditions as to taxation, hereinafter mentioned, the following territory, that is to say:—All and singular that certain parcel and tract of land situated in the Township of York, in the County of York, and Province of Ontario, being composed of parts of lots twenty-two and twenty-three in the second and third concessions from the bay, and of the road allowance between the same in said township, more particularly described as follows: Commencing at a point on the limit between township lots numbers twenty-one and twenty-two in said second concession where the same is intersected by the northerly limit of registered plan No. 669 in the City of Toronto, being the north-west angle of the City of Toronto in this locality; thence northerly along the limit between said lots numbers twenty-one and twenty-two to the southerly limit of the road allowance between said concessions (now St. Clair Avenue); thence northerly in a straight line across said road allowance to the south-easterly angle of said lot number twenty-two in concession three from the bay; thence northerly along the limit between lots twenty-one and twenty-two in that concession to a point thereon distant one hundred and thirty feet measured northerly from the northerly limit of Clinton Avenue; thence westerly parallel with the northerly limit of Clinton Avenue and along the production thereof to the intersection of the limit between lots twenty-two and twenty-three in the said third concession from the bay; thence southerly along that limit to a point distant one hundred and thirty feet measured northerly thereon from the north limit of St. Clair Avenue aforesaid; thence westerly parallel with St. Clair Avenue to the intersection of the production northerly of the westerly limit of registered plan No. 810 for the Township of York; thence southerly along that

production and along the westerly limit of plans 810, 764 and 1237 in said township to the south-westerly angle of lot A on said plan No. 1237; thence south eighty-five degrees, thirty-one minutes east along the southerly limit of said lot A three hundred and twelve feet to the westerly limit of lot D on said plan; thence south two degrees east eight feet and ten inches to the south-westerly angle of said lot D, thence south fifty-nine degrees, twenty minutes east along the southerly limit of lots D, E and F on the last-mentioned plan to the south-easterly angle of said lot F; thence still easterly on the said course to the intersection of a line drawn parallel with the westerly limit of Poplar Plains Road and distant one hundred and thirty feet measured westerly therefrom and at right angles thereto; thence south-westerly along a line drawn parallel with said limit of Poplar Plains Road and always at a distance of one hundred and thirty feet measured at right angles thereto to the intersection of a line drawn parallel with the north-easterly limit of Davenport Road and distant one hundred and thirty feet measured north-easterly therefrom and at right angles thereto; thence south-easterly in a straight line to the production westerly of the south limit of Macpherson Avenue as shown on registered plan No. M. 18; thence easterly along that production to the easterly limit of the Poplar Plains Road, being at this point the westerly limit of the City of Toronto; thence northerly and north-easterly along said limit, being the easterly limit of the Poplar Plains Road, to the intersection of the centre line of Block X, plan M 214; thence north-easterly along that line, being the northerly boundary of the City of Toronto, to the intersection of the limit between township lots numbers twenty-two and twenty-three in the second concession from the bay; thence northerly along that limit to the intersection of the present northerly limit of the City of Toronto, formerly the north limit of the Village of Yorkville; thence easterly along that limit to the intersection of the limit between lots numbers twenty-one and twenty-two in the said second concession from the bay; thence northerly along that limit to the place of beginning.

And We hereby add the portion of the lands annexed lying east of the centre line of Avenue Road to Ward Number Three of the said City of Toronto, and the portion of the lands annexed lying west of the said centre line to Ward Number Four of the said city.

And We ordain and declare that the said territory shall be and is hereby added to the said City of Toronto under and subject to the following terms and conditions, that is to say:

The lands so added (but not any new buildings or improvements erected or placed thereon) shall remain, for a period of ten years from the first day of January, 1905, at the same assessed value as such lands were assessed in the Township of York for the year 1904, but new buildings hereafter erected, and improvements made upon any of the lands so added, and also all such lands as may be hereafter sold, shall be assessed as other lands and buildings under the provisions of *The Assessment Act*.

And We further ordain and declare that the said territory shall be and is hereby added to the City of Toronto under and subject to the following terms and conditions, that is to say:

1. The taxes and rates imposed for the year 1904, or any prior year upon any of the lands included in the territory hereby annexed which have not yet been collected, shall be collected by and belong to the Township of York, and all right to collect the same including distress for non-payment, or if necessary the sale of the said lands or any of them, shall remain in the said Township as though this proclamation had not issued.
2. The said City of Toronto may at any time hereafter and prior to the preparation of the estimates for the year 1905, assess the lands included in the territory hereby annexed for the year 1905, as though the same had been made in the year 1904, and the same shall be assessed (except in the case of new buildings or improvements erected or placed thereon) at the same assessed value respectively as they were assessed by the Township of York for the year 1904; but new buildings erected after the assessment for the said Township for 1904 was made, and improvements made upon any of the lands included in the territory hereby annexed shall be assessed for their value as authorized by *The Assessment Act*, and the owners and occupiers shall be notified of such assessment as required by *The Assessment Act*, and shall have the same right to appeal to the Court of Revision and County Judge as is provided therein, and the assessment so fixed shall be the one upon which the taxes for the year 1905 upon said lands shall be rated and imposed.

And We further ordain and declare that the said addition of territory to the said City of Toronto shall take effect on and from the tenth day of March now next.

Of all which premises, all Our loving subjects and all others whom it doth or may in any wise concern, are hereby required to take notice and govern themselves accordingly.

In testimony whereof, We have caused these Our letters to be made Patent, and the Great Seal of Our Province of Ontario to be hereunto affixed: Witness, His Honour William Mortimer Clark, &c., &c., &c., Lieutenant-Governor of Our Province of Ontario, at Our Government House in Our City of Toronto, in Our said Province, this third day of March, in the year of Our Lord one thousand nine hundred and five, and in the fifth year of Our reign.

By command,

W. J. HANNA,  
Provincial Secretary.

---

#### SCHEDULE B.

This Agreement made this twenty-second day of April, in the year one thousand nine hundred and five, between The Grand Trunk Railway Company of Canada, herein-after called "the Grand Trunk," of the first part, and The Corporation of the City of Toronto, hereinafter called "the City," of the second part.

Whereas the Grand Trunk are legally empowered to acquire those certain lands and premises shown colored red on plan hereto annexed marked "A," in and owned by the City of Toronto south of Front Street and between Yonge Street on the east and York Street on the west, for erecting thereon and using the same for the purposes of a new union passenger station and passenger station yards in the City of Toronto;

And whereas the City are the owners of certain of the lands and premises required and hereinafter described and representing the interests of inhabitants of the City of Toronto, have had negotiations with the Grand Trunk as to the compensation to be paid for the taking of said lands and also to secure as far as possible the completion of said station and yards in a manner suitable and convenient for the business interests of the City of Toronto;

And whereas it is expedient that the result of the said negotiations should be embodied in the form of an agreement;

Therefore this agreement witnesseth that for and in consideration of the premises and of the advantages to be derived by each of the said parties hereunder, the said parties hereto have agreed and do hereby covenant and agree each with the other as follows, that is to say:—

1. Upon the Grand Trunk expropriating or otherwise acquiring the tenants' interests in the lands to be leased to them as hereinafter provided and the Baldwin lot, and upon obtaining the consent of the Government of the Dominion of Canada if necessary, the City when requested in writing by the Grand Trunk Railway Company will take the necessary proceedings to close, and will, without delay, cause to be closed against all further public travel the streets and highways or portions of same shown colored brown on said plan, that is to say:—

The whole of Station Street except the northerly 20 feet thereof throughout and that part of Simcoe Street south of a line drawn 20 feet south of and parallel to the northerly line of Station Street produced westerly, the whole of Lorne Street, that part of Esplanade Street including York Street diversion between York Street and Yonge Street, and that part of York Street south of a line drawn 20 feet south of and parallel to the northerly line of Station Street produced, also that part of Bay Street lying south of a line drawn across the same 25 feet south of and parallel to the lane running from Yonge Street to Bay Street shown on the said plan.

2. The Grand Trunk will indemnify and save harmless the City against all lawful claims for damages arising from the closing of the said streets, but nothing herein contained shall be construed as an admission on the part of the Grand Trunk that there will be any such damages nor prevent the Grand Trunk from claiming the benefit of the increased value that will attach to any lands by reason of the Grand Trunk acquiring and using the said lands forming part of said streets for the purposes hereinbefore recited. The City will make no claim for damages on account of the closing of the said streets.

3. Upon the Grand Trunk expropriating or otherwise acquiring the tenants' interests therein the City will give to the Grand Trunk a lease, subject to renewal for all time to come, of all the lands owned by the City colored red on the said plan, lying between York Street and Bay Street south of Front Street and north of the north limit of Esplanade Street and York Street diversion, also all the lands owned by the City south of a line 25 feet south of the lane running between Yonge Street and Bay Street and parallel thereto, and more particularly described as follows:—

All and singular those certain parcels or tracts of lands and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario, compris-

ing three (3) several parcels, which said parcels are more particularly described as follows:

Parcel I. Being all those lands bounded by the easterly limit of York Street, as originally laid out, the westerly limit of Lorne Street, the southerly limit of Front Street, and the northerly limits of the Esplanade and York Street diversion.

Parcel II. Being all those lands bounded by the easterly limit of Lorne Street, the westerly limit of Bay Street, the southerly limit of Front Street, and the northerly limit of the Esplanade.

Parcel III. Being all those lands bounded by the easterly limit of Bay Street, the westerly limit of that part of water lot No. 41, now owned by the executors of the estates of R. Baldwin and W. W. Baldwin, by the northerly limit of the Esplanade, and by a line drawn parallel to the southerly limit of Front Street, and distant two hundred and five feet and eight inches (205' 8") southerly therefrom, such line being also parallel to and at a distance of twenty-five feet (25') southerly from the south limit of the said lane running from Bay Street to Yonge Street. Together with all those portions of said streets agreed to be closed as above provided, and the Grand Trunk will pay and the City will accept as an annual rental (exclusive of taxes) for the said lands the sum of \$14,000 per annum for the first term of twenty-one years, and the sum of \$20,000 for the second term of twenty-one years and thereafter for terms of twenty-one years from time to time for ever at such annual rental as may be agreed upon, and in default of agreement as shall be determined by arbitration, one arbitrator to be appointed by the City, one by the Grand Trunk, and the third arbitrator by the other two. All proceedings in and about the said arbitration to be governed by the provisions of *The Arbitration Act*, of the Province of Ontario, and any amendments thereto. It is further agreed that the amount of the annual rental of the said lands shall on any renewals of said lease at or after the expiration of forty-two years from date of said lease, be determined as though all the streets hereby agreed to be closed were still open. The City shall not be bound to furnish any abstract of title to the said lands nor any document or copies thereof not in their possession.

4. The said lease shall bear date the 23rd day of February, 1905; if the City receive any rentals from the present tenants after that date the City will pay the same to the Grand Trunk or will apply them upon the rent payable by the

Grand Trunk under the said lease, and the term shall begin and the rent be payable from the said date. The lease shall contain a covenant to pay rent and to pay taxes including local improvement taxes; for re-entry on non-payment of rent and such other covenants as may be necessary and proper to carry out this agreement.

5. The Grand Trunk will as soon as possible obtain a title to and convey to the City the 25 feet in width of the Baldwin lot (being the east half of lot 41, plan 5A, such portion to be conveyed being shown colored yellow on said plan hereunto annexed) lying immediately south of the lane shown on said plan running from Yonge Street to Bay Street, and the City will, if it can legally do so, remove the said lane twenty-five feet further south of its present location between Bay Street and the easterly limit of the said Baldwin lot, or so near thereto as can be and will connect the portion so removed with the portion thereof lying east of the said Baldwin lot. The Grand Trunk will indemnify the City against all claims for damages which may be made by tenants of the strip of land 25 feet in width lying immediately south of the said lane by reason of this agreement or by reason of the proposed removal of the said lane, or the agreement therefor.

6. The Grand Trunk agree that in constructing the buildings in connection with the said station and yards, no part of any such buildings shall be erected upon that part of the lands proposed to be leased, being a strip 25 feet in width immediately adjoining the southerly limit of Front Street, and lying between York Street on the west, and Bay Street on the east, except that the main building or head house of the said station building may extend out to the line of Front Street from the second and higher stories and be supported on pillars at the said street line or northerly limit of said strip, and shall be so constructed as to permit a reasonable passage under the said head house for passengers on foot or with horses and vehicles and between said pillars. It is further agreed that the Grand Trunk shall permit the public at all times to have access on foot or with horses and vehicles to, along and across the said 25 foot strip to and from the said station, offices and buildings throughout its entire length.

The Grand Trunk will, at their own costs and charges, pave the said 25 foot strip of land and maintain the said paving at all times in a manner satisfactory to the City Engineer, provided however that the Grand Trunk shall not be compelled to maintain a more expensive pavement than is maintained by the City from time to time on the adjoining portion of Front Street. No stand for cabs or other

vehicles or for any other purpose shall be established nor any structure erected on the said strip other than the said pillars for supporting the head house.

7. The Grand Trunk will indemnify and save the City harmless against all claims and costs arising therefrom from or by the tenants and lessees of the lands so to be leased (including the C. P. R. Co.) under the leases heretofore granted by the City, and which may arise through the compulsory taking of said leased lands for the said purposes, and the Grand Trunk shall take charge of the settlement and adjustment of such claims at their own expense, and the City will furnish the Grand Trunk with copies of all leases, documents, valuations, and materials in their possession or custody relating to any of said lands.

8. The Grand Trunk agree with the City to pay the taxes for the year 1905 upon the lands (to be adjusted according to area where lands are divided) hereby agreed to be leased and also upon the part of the Baldwin property which is to be acquired and retained by the Grand Trunk as rated and assessed upon the present assessment rolls of the City of Toronto made for the year 1905. And for the period of ten years commencing from and inclusive of the year 1906, it is hereby agreed that the City will establish and make a fixed assessment of \$500,000 on the said lands, inclusive of all buildings, erections, tracks, superstructures and sub-structures placed upon, in, over, under or affixed to the said lands or any part thereof, and upon such fixed assessment the Grand Trunk will for said ten years be rated for and liable to the City for the taxes levied thereon at the rates as levied upon other ratepayers and property owners in the City of Toronto generally. The Grand Trunk will in addition to such general taxes be liable to pay such local improvement taxes as may be charged upon the said lands or any part thereof under the provisions of the local improvement clauses of *The Municipal Act* or any amendment thereto, and agree not to oppose any local improvement works upon the street fronting or abutting on the said lands which may be recommended by the City Engineer and approved of by the Council of the City.

9. The Grand Trunk will provide for all changes, repairs and other work that may have to be performed in connection with York Street bridge by reason of the laying of any tracks or the construction of any works upon the lands so to be leased, including that portion thereof under said bridge. The said bridge and the maintenance thereof are to be continued as at present under the terms and provisions of the Esplanade agreements heretofore made and

entered into between the City and the Grand Trunk and other railway companies.

10. It is agreed and understood between the parties hereto that the terms and provisions of this agreement are to be read and considered as additional to the terms and provisions already contained in the Order of the Board of Railway Commissioners for Canada dated 23rd February, A.D. 1905, a copy of which order is hereto attached, and also additional to any amendments heretofore made, or that hereafter may be made, to said Order by the said Board.

It is further covenanted and agreed by and between the parties hereto, that if the terms of the said order or the said amendments shall be inconsistent with any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

11. As it is considered necessary and expedient to obtain legislation to ratify, confirm and make binding this agreement on all parties it is hereby agreed that the City will apply for and endeavour to obtain such legislation during the present Session of the Legislature of the Province of Ontario, and the Grand Trunk agree to assist the City by all lawful means in obtaining said legislation.

12. So soon as the said station and yards shall have been completed and ready for use, the Grand Trunk and any other railway company upon whom any such obligation rests, and which company shall have entered into an obligation satisfactory to the City to use such station and yards, shall be released by the City from all existing obligations to maintain the present existing Union Station on the south side of Front Street, between York and Simcoe Streets.

13. Subject to the terms and provisions in the said Order of the Board of Railway Commissioners, dated 23rd February, A.D. 1905, the Grand Trunk covenant with the City to erect and complete the proposed Union Station as therein provided, and it is hereby agreed that the terms and provisions of this agreement shall bind and inure to the benefit of the successors and assigns of each of the parties hereto and be observed, carried out and given effect to in the most liberal and reasonable manner, and in all respects according to the true intent and meaning thereof.

14. The access from Front Street to Lake Street and vice versa by a bridge or other safe and reasonable means, above track level, provided for in clause 10 of the said Order of the Railway Commissioners, shall be made as provided in the said Order, notwithstanding the fact that it is provided

by this Agreement that a portion of Bay Street, south of Front Street, shall not be closed.

In witness whereof the parties hereto have hereunto affixed their respective corporate seals on the day and year first above written with the hands of their proper officers.

Signed, sealed and delivered  
in presence of

THOS. URQUHART, (City Seal.)  
Mayor.

R. T. COADY,  
Treasurer.

The Grand Trunk Railway Company of Canada:

CHAS. M. HAYS, (G. T. R. Seal.)  
Second Vice-President and General Manager.

FRANK SCOTT,  
Treasurer.

6 Edw. VII. c. 99 (Ont.), as amended by 7 Edw. VII. c. 95,  
s. 10.

An Act respecting the City of Toronto.

[Assented to 14th May, 1906.]

Preamble.

WHEREAS the Municipal Corporation of the City of Toronto has by petition prayed for special legislation in respect of the several matters hereinafter set forth; and whereas before the acquisition of a site and the construction thereon of large factory buildings by D. Conboy and Company, wholesale carriage manufacturers, the Council of the City of Toronto agreed with the said Company to apply for legislation to allow the said Council to fix the assessment of the said Company for ten years, and it is expedient that the said power should be granted; and whereas it is expedient that the tax sales of land in the said city and the tax deeds given in the years 1903 and 1904 should be validated for the more convenient dealing in lands so sold; and whereas no objections have been made to any of the by-laws referred to in schedule "A" hereto, and no opposition has been offered to the confirmation thereof, and it is desirable that the said by-laws be confirmed; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. For a period of ten years from the 1st day of January, D. Conboy & 1906, the Corporation of the City of Toronto may fix at Co. assess-<sup>ment.</sup>  
the sum of \$25,000 the assessment of D. Conboy and Com-  
pany, wholesale carriage manufacturers, upon the lands  
purchased by them in 1905 on the east side of the Don road-  
way north of Eastern Avenue, together with such buildings  
thereon as may be erected before the 1st day of July, 1906.  
The said assessment of \$25,000 shall include assessment  
for business tax upon the value of such lands and buildings,  
but shall not include buildings erected after the said 1st day  
of July, 1906, or the assessment for business tax based  
thereon, and school taxes shall be levied and collected upon  
the whole assessable value of the property of the said D.  
Conboy and Company as though this Act had not been  
passed.

2. Sub-section 7 of section 1 of the Act passed in the 49 V., c. 66, s. 1, (7) amended  
49th year of the reign of Her late Majesty, Queen Victoria,  
and chaptered 66, as amended by the Act passed in the  
52nd year of the reign of Her said late Majesty, and chaptered  
73, is hereby amended by adding at the end thereof the  
words, provided that, except as to the portion of the said  
lands already laid out by registered plan as a "road" fifty  
feet wide on each side of the River Don, the laying out of  
the said lands or any part thereof as and for such public  
esplanade or highway, or the adoption and registration of a  
plan laying out the same, or the passing of any by-law  
authorizing the said plan or the said laying out, shall not  
make the same a public highway, and the same shall not be  
or become a public highway unless and until so declared by  
a by-law of the council of the said corporation; and the coun- Don improve-  
council of the said corporation may set apart by by-law a portion ment road-  
or portions of the said esplanade or highway on the east  
side of the River Don not marked "road" on the plan  
thereof, as a speedway or place where horses may be driven  
or ridden more rapidly than is permitted on the streets of  
the city, and may pass by-laws for regulating and governing  
the use of such portion for the aforesaid purposes, and the  
passing of such by-law and the use of such lands as aforesaid  
shall not be or be taken as a dedication of the same as a  
public highway or street. Nothing herein contained shall  
affect in any way the dispute between the Canadian Pacific  
Railway Company and the Corporation of the City of To-  
ronto as to the liability (if any) of the said Railway Com-

pany for taxes before the passing of this section, but the same shall be determined in all respects as if this section had not been passed.

**Grant for  
British  
Medical  
Association.**

3. The Council of the said Corporation may include in its estimates for the year 1906, and may grant a sum not exceeding \$2,500 to be applied toward the expenses incurred or to be incurred in connection with the meeting of the British Medical Association to be held in the City of Toronto this year.

\* \* \* \* \*

**Construction  
of railway  
siding for  
industries.**

5. For the purposes of improving and adding to the value of the lands belonging to the Corporation of the City of Toronto in the neighbourhood of Ashbridge's Bay, and to give increased facilities to manufacturers in that neighbourhood, the said Corporation may expend a portion of the money authorized to be raised by section 2 of the Act, passed in the fifth year of His Majesty's reign, chaptered 83, as amended by the preceding section in the construction on the lands of the said Corporation of a railway siding for manufacturing industries.

**Agreement  
with railways  
for operation.**

6. The said Corporation may enter into an agreement or agreements with the Grand Trunk Railway Company of Canada, the Canadian Pacific Railway Company, or any other railway company, for the working, operation or use of the said siding, and may, with the consent of the said railway companies, or any of them, unite or join with its railway at or near the said lands of the said Corporation, and may enter into agreements with owners or occupants of lands adjoining the said siding for the use thereof upon terms to be agreed upon, or, in case of disagreement, to be determined by the Ontario Railway and Municipal Board.

**S. 70 of Ont.  
Ry. Act to  
apply to  
siding.**

7. For the purposes of the preceding two sections of this Act, the said Corporation shall have the powers conferred upon railway companies by section 70 of *The Ontario Railway Act, 1906*, relating to "switches and sidings to industries," but shall not in other respects be deemed to have the powers or to be subject to the obligations of a railway company.

**3 Edw. VII.,  
c. 86, s. 8,  
amended.**

8. Section 8 of the Act passed in the third year of the reign of His Majesty, and chaptered 86, is amended by striking out the words "on the part of any official of said City" in the twentieth line of the said section and inserting in lieu thereof the words "by the said City, or the Council, or any official of said City;" provided, that nothing in this

section contained shall affect any litigation pending at the time of the passing of this Act.

**9.** The sales of lands in the said City made in the years <sup>Tax sales validated.</sup> 1903 and 1904, for arrears of taxes in respect of the lands so sold, including sales of land which may have been purchased by the Council of the said City or by any one on behalf of the said Council under the provisions of *The Assessment Act* and all tax deeds issued in pursuance of such sales, <sup>4 Edw. VII., c. 23.</sup> are confirmed and declared to be and to have been legal, valid and binding to all intents and purposes notwithstanding any error or irregularity in the said sales or deeds or in any of the proceedings including the assessment of the said lands or proceedings to collect the taxes thereon taken prior to the said sales and the execution of the said deeds.

**10.** The by-laws of the Corporation of the City of Toronto specified in Schedule "A" hereto and all debentures issued or to be issued thereunder and all assessments made or to be made for the payment thereof, are hereby validated and confirmed. <sup>Debenture by-laws confirmed.</sup>

\* \* \* \* \*

**12.** The Council of the said Corporation may, without submitting the same to the ratepayers qualified to vote on money by-laws, pass such by-laws as from time to time may be necessary to authorize the issue of "City of Toronto Consolidated Loan Debentures" to such amount as may be required to raise the sum of \$220,500 for the following purposes:

Wallace Avenue, steel foot bridge .....	\$ 4,500
Steel hydraulic dredge .....	54,000
12-in. water main on Poplar Plains Road .....	12,000
Enlargement of House of Industry .....	10,000
Completion of new St. Lawrence Market .....	50,000
Cattle Market improvements .....	45,000
Crib work on Block "D," Harbor Square.....	15,000
Widening of Front Street between Bay Street and Customs House .....	30,000
	-----
	\$226,500

and for such purposes, or any of them, may issue any number of debentures payable in this Province or elsewhere in sums of not less than \$100 each, which may be payable at any time within forty years from the respective dates thereof (except the debentures for the cost of the said hydraulic dredge, which shall be payable within ten years

from the date thereof), with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly, and for the purpose of redeeming such debentures and paying the interest thereunder the Council of the Corporation of the City of Toronto may, in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a rate per annum upon all ratable real and personal property in the said municipality over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

*Schedule "A" hereto sets forth the following By-laws, namely, Nos. 4479, 4480, 4481, 4488, 4489, 4492 to 4502 inclusive, 4504 to 4517 inclusive, 4526, 4539, 4540, 4553, 4554, 4579, 4583, 4584, 4594 and 4630.*

7 Edw. VII., c. 95 (Ont.)

### An Act respecting the City of Toronto.

[Assented to 20th April, 1907.]

Preamble.

WHEREAS the Municipal Corporation of the City of Toronto has by petition prayed for special legislation in respect of the several matters hereinafter set forth; and whereas the said City has, under the provisions of the Act passed in the third year of His Majesty's reign, Chaptered 86, acquired certain lands west of Dufferin Street for park purposes and desires to use the same for the purposes of the Toronto Industrial Exhibition, and also desires to use a portion of the moneys raised under the said Act for improvements opposite the Garrison Commons, including the construction of a sea wall and drive, and whereas the said City has asked for authority to issue debentures to the amount of \$463,500 to cover the amount of a floating debt arising from certain over-expenditures in connection with works duly authorized and to cover the cost of certain other works and improvements of an urgent and necessary nature, and it appears reasonable that authority should be given to issue debentures for the said purpose; and whereas no objections have been made to any of the by-laws set out or referred to in Schedule "A" hereto, and no opposition has been offered to the confirmation of the same; and whereas doubts have

arisen as to the validity of certain tax sales and deeds and it is desirable to validate the same; and whereas it is expedient to grant the prayer of the said petition;

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

**1.** The lands west of Dufferin Street acquired by the said City under the provisions of section 5 of the Act passed in the 3rd year of His Majesty's reign, Chaptered 86, may be used for Industrial Exhibition purposes, and the said City may close the portion of Dufferin Street south of the Grand Trunk Railway tracks and the portions of other streets upon which the lands so acquired front or abut, as soon as the City acquires possession of the property on said portions of streets and may use the same with the grounds of the Industrial Exhibition for the purposes thereof. Provided that no buildings shall be placed on the said portion of Dufferin Street and that the owners and occupants of the property on the north-east corner of Dominion Street and Spencer Avenue shall have reasonable access to the streets of the City to be provided through the said lands.

**2.** The said City may employ the moneys raised by virtue of the powers contained in section 5 of the Act passed in the third year of His Majesty's reign, Chaptered 86, in making permanent improvements upon and along the water lots acquired for park and exhibition purposes in front of the Garrison Commons, including the construction of a sea wall and drive between Bathurst Street and the west limit of Dufferin Street.

**3.** The Council of the said City may, without submitting the same to the ratepayers, qualified to vote on money by-laws, pass such by-laws as from time to time may be necessary to authorize the issue of "City of Toronto Consolidated Loan Debentures" to such amount as may be required to raise the sum of \$463,500 for the following purposes:—

Re-building Exhibition buildings destroyed by fire .....	\$200,000
Cost of acquiring the buildings and improvements on Dalton lot, and the construction of piling, etc., thereon .....	52,000
Additional amount for erection of new Morgue, and stables for ambulances .....	24,500
Erection of a new Police Station on Pape Avenue	23,500

Sea wall in  
front of and  
west of  
Garrison  
Commons.

Power to issue  
debentures  
for certain  
purposes with-  
out assent of  
ratepayers.

Additional amount required for erection of Berkeley Street, Kew Beach and Cowan Avenue fire-halls .....	\$16,000
Public bath house and comfort station on Stephanie Place .....	40,000
Police patrol signal service, stable for van and waggon at No. 2 Police Station .....	47,500
Garbage incinerator at north end of City .....	60,000
	<hr/>
	\$463,500

and for such purposes, or any of them, may issue any number of debentures payable in this Province or elsewhere in sums of not less than \$100 each, which may be payable at any time within forty years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly, and for the purpose of redeeming such debentures and paying the interest thereunder the Council of the Corporation of the City of Toronto may, in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a rate per annum upon all ratable property in the said municipality over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

Debenture  
by-laws con-  
firmed.

4. The by-laws of the Corporation of the City of Toronto specified in Schedule "A" hereto and all debentures issued or to be issued thereunder and all assessments made or to be made for the payment thereof, are hereby validated and confirmed.

Firemen's  
Permanent  
Relief Fund.

5. The Treasurer of the City of Toronto for the time being is hereby added as a member of the Trustee Board of the Firemen's Permanent Relief Fund established by the Trust Deed set out in Schedule "A" to the Act passed in the third year of His Majesty's reign, Chaptered 86, and shall have all the powers and be subject to all the obligations of the said trustees under the said deed and Act.

Sale of  
water lot.

6. Notwithstanding the conditions contained in any grant to the said City of the water lot at the southwest corner of the Esplanade and Frederick Street (being part of what is known as lot No. 15 according to plan 5 A), the said City may sell the same and the lands added thereto under the provisions of the Windmill Line Agreement at such price as to the Council of the said City may appear reasonable.

7. The Council of the said City shall include in the estimates yearly and make an annual contribution for forty years from and including the year 1907 of not less than \$8,750 towards the Toronto Fire Department Superannuation and Benefit Fund.

8. Section 12 of the Act passed in the 49th year of the reign of Her late Majesty Queen Victoria, and chaptered 66, is amended by striking out all the words between the word "than" in the ninth line and the word "nor" in the eleventh line of the said section and inserting in lieu thereof the following words, "for less than its fair market value."

9. All sales of land within the Municipality of the City of Toronto, made prior to the 31st day of December, 1904, purporting to be made by the Corporation of the said City for arrears of taxes in respect of land so sold are hereby validated and confirmed, and all deeds of lands so sold executed by the Mayor and Treasurer and Clerk of the said Corporation, purporting to convey the said lands so sold to the purchaser thereof or his assigns, or to the said Corporation, shall have the effect of vesting the land so sold and conveyed and the same are hereby vested in the purchaser or his assigns, and his and their heirs and assigns, or in the Corporation and its assigns, as the case may be, in fee simple, free and clear of and from all right, title and interest whatsoever of the owners thereof at the time of such sale, or their assigns, and of all charges and encumbrances thereon except taxes accrued after those for non-payment whereof the said lands were sold. Nothing in this section contained shall affect any litigation or other proceeding pending on the 21st day of March, 1907, or any litigation commenced between the said 21st day of March, 1907, and the date of the passing of this Act, in regard to any lands purchased by or deeded to the said Corporation or purporting to be so purchased or deeded and for which no sale or contract or agreement for sale had been made by the said Corporation, but any such litigation or other proceeding may be continued and finally adjudicated upon in the same manner and to the same extent as if this Act had not been passed.

*Schedule "A" hereto sets forth the following By-laws, namely, Nos. 4644 to 4648 inclusive, 4668 to 4685 inclusive, 4697 to 4720 inclusive, 4726, 4727, 4728, 4733, 4734, 4735, 4751, 4752, 4763, 4764, 4796 and 4814.*

## 7 Edw. VII. c. 54 (Ont.)

An Act respecting a certain Agreement between the University of Toronto and the Corporation of the City of Toronto.

[Assented to 20th April, 1907.]

**H**IS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Settlement of disputes between City and University.

1. Subject to the provisions of section 2 of this Act, every dispute as to any of the matters mentioned in paragraph 2 or in clause 1 of paragraph 9 of the agreement, set forth in the Schedule to the Act passed in the fifty-second year of the reign of Her late Majesty Queen Victoria, Chaptered 53, and intituled *An Act validating a certain agreement between the University of Toronto and the Corporation of the City of Toronto*, shall be settled by arbitration in manner provided by *The Arbitration Act*, instead of in the manner provided by the said paragraphs, and except as provided by section 2 of this Act, the proceedings in and in relation to any arbitration under the provisions of the said paragraphs shall be had and taken in accordance with and be covered by the provisions of *The Arbitration Act*.

Rev. Stat., c. 277, ss. 4-11, to apply.

2. The provisions of sections 4 to 11 inclusive of *The Municipal Arbitrations Act* shall apply *mutatis mutandis* to every such arbitration and to every award made thereon.

Construction of provisions of agreement as to arbitration.

3. Paragraph 2 and clause 1 of paragraph 9 of the said agreement shall be read as if the provision for arbitration therein contained had been that which is prescribed by this Act.

Reference to a single arbitrator or to three arbitrators.

4. The reference shall be to a single arbitrator if the parties so agree, and if they do not, then to three arbitrators, one to be chosen by each of the parties, and the third by the two arbitrators so chosen, and the award may be made by a majority of the arbitrators.

## 8 Edw. VII. c. 112 (Ont.)

An Act respecting the City of Toronto.

[Assented to 14th April, 1908.]

Preamble.

**W**HEREAS the Municipal Corporation of the City of Toronto has by petition prayed for special legislation in respect of the several matters hereinafter set forth; and

whereas the said Corporation represents that it is desirable to allow it to make a grant not exceeding \$50,000 to the Toronto Hospital for Incurables, and to validate the agreement between it and said hospital; and whereas the said Corporation represents that it is desirable that the *Act to incorporate the Industrial Exhibition Association of Toronto* should be amended with respect to the filling of vacancies in the office of directors appointed by the Council of the said Corporation; and whereas the said Corporation desires that it may be allowed to use a portion of Riverdale Park for the purpose of a hospital for measles and minor contagious diseases; and whereas no objections have been made to any of the by-laws set out or referred to in Schedule "B" hereto, and no objection has been offered to the confirmation of the same; and whereas the value of the whole ratable property of the said City, according to the last revised assessment rolls, is \$206,217,486, and the existing debenture debt of the said City exclusive of the local improvement debt and the debt incurred for water works purposes (which under the statutes relating to the said City is not to be counted as part of the general debenture debt), is \$15,918,773, of which no part of the principal or interest is in arrear; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Notwithstanding anything contained in the Act passed in the fifty-fifth year of the reign of Her late Majesty Queen Victoria, and Chaptered 99, and intituled *An Act to incorporate the Toronto Railway Company and to confirm the agreement between the Corporation of the City of Toronto and George W. Kiely, William McKenzie, Henry A. Everett and Chauncey C. Woodworth*; and notwithstanding any judicial decision interpreting the effect of the said Act and the said agreement, it is hereby declared that it is and always has been the true intent and meaning of the said Act that the rights retained by and secured to the Corporation of the City of Toronto by the said agreement as to the control and management of the streets of the said City, and as to establishing and laying down new lines of railway, and as to extending the street car service upon the streets of the said City, as may be from time to time recommended by the City Engineer, and approved by the City Council, have not been and are not affected by the said Act, but said rights remain and are as set out in the said agreement scheduled to the said Act.

Grant to  
Toronto  
Hospital for  
Incurables.

**2.** The Council of the said City may after submitting the same to and receiving the assent of the ratepayers qualified to vote on money by-laws, pass a by-law or by-laws for making a grant of not more than \$50,000 to the Toronto Hospital for Incurables to enable it to build an addition to its building, and for authorizing the issue of "City of Toronto Consolidated Loan Debentures" to such an amount as may be necessary to raise such sum.

Grants to  
Toronto  
and Muskoka  
Free Hospi-  
tals for Con-  
sumptives.

**3.** The Council of the said City may, without submitting the same to the ratepayers, pass a by-law or by-laws to authorize the issue of City of Toronto Consolidated Loan Debentures to such amount as may be required to raise a sum not exceeding \$50,000, and may out of said sum, make grants to the Toronto Free Hospital for Consumptives, and the Muskoka Free Hospital for Consumptives, in such proportions to each of the said hospitals as may be determined by the said Council, and upon conditions to be approved by the Council.

Grant to St.  
Michael's,  
Grace and  
Western  
Hospitals.

**4.** The Council of the said City may also, after submitting the same to and receiving the assent of the ratepayers qualified to vote on money by-laws, pass a by-law or by-laws to authorize the issue of City of Toronto Consolidated Loan Debentures to such amount as may be required to raise a sum not exceeding \$150,000, in order to grant a sum of \$50,000 to each of the following hospitals, namely: St. Michael's Hospital, Grace Hospital and Western Hospital, as an aid to the special building fund of the said hospitals.

Debentures—  
how payable.

**5.** For the purposes of the three preceding paragraphs, or any of them, the said Council may issue any number of debentures; payable in this Province or elsewhere, in sums of not less than \$100 each, which may be payable at any time within forty years from the respective dates thereof, with interest thereon in the meantime at a rate not exceeding four per cent. per annum, payable half-yearly, and for the purpose of redeeming such debentures and paying the interest thereunder the Council of the Corporation of the City of Toronto may, in any by-law or by-laws to be passed authorizing any such loan or loans, or any part thereof, and the issue of debentures therefor, impose a rate per annum upon all ratable property in the said municipality over and above and in addition to all other rates to be levied in each year, which shall be sufficient over and above the interest payable on such debentures to form a sinking fund to pay off the said debentures at maturity.

Agreement  
with Hospital  
validated.

**6.** An agreement between the said City and the Toronto Hospital for Incurables, a copy of which is set out as Sch-

dule "A" hereto, shall, so soon as a by-law is duly passed under section 2 hereof, be valid and binding on the parties thereto, and the said parties thereto are hereby empowered to do all acts provided for in the said agreement, or necessary to give effect to the same.

7. Subsection 2 of section 9 of the Act passed in the forty-<sup>42 Vic., c. 81,</sup>  
second year of the reign of Her late Majesty Queen Victoria  
and Chaptered 81, intituled *An Act to Incorporate the In-*  
*ustrial Exhibition Association of Toronto*, as re-enacted  
by the Act passed in the fifth year of the reign of His pre-  
sent Majesty, chaptered 114, section 2, is amended by add-  
ing at the end thereof the words: "Provided, however,  
that in case of a vacancy occurring by reason of any of the  
above mentioned causes amongst the directors appointed by  
the said City Council, the Council may appoint one of its  
members to supply such vacancy for the remainder of the  
year."

8. The by-laws of the Corporation of the City of Toronto specified in Schedule "B" hereto, and all debentures issued or to be issued thereunder, and all assessments made or to be made and rates levied or to be levied for the payment thereof, are hereby validated and confirmed.

9. Notwithstanding the provisions of *The Public Health Act*, the lands in the said city described as "all and singular that certain parcel or tract of land and premises, being composed of part of Riverdale Park in said city, and described in By-laws Nos. 2761 and 4213 of the Corporation of the City of Toronto, and which may be more particularly described as follows, that is to say: commencing at the northeasterly angle of the present Isolation Hospital lands, as described in section 5 of the Act passed in the sixty-second year of the reign of Her late Majesty Queen Victoria and chaptered 85; thence northerly along the production northerly of the easterly limit of said lands, one hundred feet; thence westerly parallel with the southerly limit of said Park according to said By-law No. 2761, two hundred and thirty feet; thence southerly along the production northerly of the westerly limit of said hospital lands, one hundred feet to the northwesterly angle thereof; thence easterly along the northerly limit of said hospital lands, two hundred and thirty feet to the place of beginning," may be used by the said City as a site for a hospital for cases of measles and other minor contagious diseases, and for that purpose the said land is hereby removed from the dedication by said By-laws Nos. 2761 and 4213 of the lands thereby included in a public park.

Sec. 9, Sub-s. 2  
as re-enacted  
by 5 Edw. VII.  
c. 114, s. 2,  
amend-d.

Debenture  
by-laws  
validated.  
portion of  
Riverdale  
Park for  
Hospital for  
minor con-  
tagious  
diseases.

Power to  
remit portion  
of special rate  
for Dundas  
Street sewer.

**10.** The Council of the said City may, by a two-thirds vote of all the members thereof, pass a by-law to remit or refund a portion of the special rate imposed for the construction of the sewer on Dundas Street between Bloor Street and Conduit Street, and may provide the amount of all rates so remitted or refunded by including the same in the estimates and taxes for the year.

---

#### SCHEDULE A.

Memorandum of Agreement made this twenty-eighth day of October, one thousand nine hundred and seven, between Toronto Hospital for Incurables (hereinafter called the Hospital) of the first part, and The Corporation of the City of Toronto (hereinafter called the City), of the second part.

Whereas the Hospital has requested the City to make a grant to it of fifty thousand dollars to build an addition to the Hospital, and has agreed to certain terms in case such grant is made, and it is desirable to embody the same in this memorandum;

Therefore this agreement witnesseth that if the City obtains power to grant and does grant the sum of fifty thousand dollars to the Hospital, the Hospital will forthwith thereafter expend the same in building an addition to the Hospital to meet the demand for increased accommodation, and the Hospital will accept and make proper provision for at least fifty patients who may be within the class at present admitted by the Hospital and who may be pronounced incurable patients by the Medical Health Officer of the said City, and sent in to the Hospital upon the order of the said Medical Health Officer, such patients to observe the rules of the Hospital now in existence which have been made, and also such other rules as may from time to time be made for the purpose of regulating, governing and maintaining discipline therein.

It is understood that the above mentioned grant does not include any payment for maintenance of City patients in the said Hospital, but the Hospital shall be entitled to receive and the City shall pay for the maintenance of each City patient sent in on the order of the Medical Health Officer for the time being, or other officer appointed for that purpose, not more than one-half the cost of the per diem maintenance paid to any of the hospitals of the City as fixed from year to year.

In witness whereof the parties hereto have hereunto set their corporate seals and the hands of their proper officers.

Signed, sealed and delivered  
in the presence of

"J. T. MACKAY,"

(Seal of Hospital.)

"AMBROSE KENT,"

*President.*

"E. COATSWORTH,"

*Mayor.*

"R. T. COADY,"

*Treasurer.*

(City Seal.)

*Schedule "B" sets forth the following By-laws, namely, Nos. 4862 to 4885 inclusive, 4897, 4903 to 4931 inclusive, 4940, 4954 to 4957 inclusive, 4982, 5000, 5018, 5023 and 5036.*

---

#### 59 Vict. c. 8.

#### An Act to Confirm an Agreement Relating to Osgoode Street, Toronto.

[Assented to 7th April, 1896.]

WHEREAS a proposed agreement to be entered into by the Preamble.  
Law Society of Upper Canada, the Corporation of the City of Toronto, Her Majesty the Queen, represented by the Honourable the Minister of Militia and Defence, and Her Majesty the Queen, represented by the Honourable the Minister of Public Works for Ontario, with respect to the closing of Osgoode Street in the said city, has been approved of by each of the parties thereto and it is expedient that the same should be confirmed or the parties authorized to enter into the same:

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

The said agreement, a copy of which is set forth in the <sup>Agreement confirmed.</sup> schedule to this Act, when executed by the parties thereto, is hereby confirmed and declared to be valid and binding, and the several parties thereto are hereby authorized to execute and carry out the same according to the true intent and meaning thereof.

## SCHEDULE.

This Indenture, made the 26th day of March, A.D. 1896, between The Law Society of Upper Canada, hereinafter called the Law Society, of the first part ; the Corporation of the City of Toronto, hereinafter called the City, of the second part ; Her Majesty the Queen, herein represented by the Honourable the Minister of Militia and Defence, hereinafter called the Dominion Government, of the third part ; and Her Majesty the Queen, herein represented by the Honourable the Commissioner of Public Works of Ontario, hereinafter called the Ontario Government, of the fourth part.

Whereas the Dominion Government procured a site for the erection of a drill hall immediately north of Osgoode Street, in the City of Toronto, between Chestnut Street and University Street; and have thereon erected a drill hall;

And whereas for the more convenient drilling of troops and other purposes connected with such drill hall, the Dominion Government have requested that Osgoode Street be closed as a public street, and enclosed within the drill hall grounds, in order that such grounds may be enlarged thereby;

And whereas the Law Society, the City and the Ontario Government are willing that the request of the Dominion Government should be complied with, upon the terms and conditions hereinafter contained;

Now this Indenture witnesseth that the Law Society and the Ontario Government hereby give consent that the City of Toronto may pass a by-law closing Osgoode Street as a public street, and allowing the Dominion Government to enclose the same by extending the fences erected, or to be erected, around the said drill hall grounds, so that the same may cross said street on the line of the west side of Chestnut Street, and the line at the east side of University Street, subject, however, to the following conditions, agreements and reservations

(a) That the said street shall at any time, upon the written request of any of the parties hereto, be re-opened as a public street, and the said fences, or any other fences or enclosures thereof removed; and the City shall, upon such request, pass all necessary by-laws and do all necessary things in that behalf.

(b) That the fences or other enclosures which may from time to time enclose said street shall be of design to be approved of by the Law Society and the Ontario Govern-

ment, and the Dominion Government shall make and maintain proper gates with proper roadways and footpaths to allow the Law Society and the Ontario Government, their tenants and servants, and all other persons authorized in that behalf by the said Law Society and the Ontario Government, or either of them, at the will and pleasure of the Law Society and the Ontario Government, for all purposes connected with or incidental to the Law Society and its affairs, and the Courts and business carried on in Osgoode Hall, and other matters connected with or incidental to the occupation or use of Osgoode Hall and its grounds from time to time, to pass and re-pass, with or without horses, carts, waggons, carriages, and other vehicles and things, to and from the grounds of Osgoode Hall, but so far as horses and carriages are concerned only upon the space now defined as Osgoode Street.

(c) That under joint regulations to be established by the Minister of Militia and Defence and the Law Society, members of the Law Society and law students shall from time to time, when the space south of the drill hall, including Osgoode Street, is not required for the purposes of the drilling of troops, or other purposes connected with the Drill Hall, be allowed to use the said space for recreation purposes, such use to be at all times subject to the prior requirements connected with said drill hall.

(d) No fence or other erection to be placed upon Osgoode Street other than the fences enclosing the same above referred to.

This agreement shall not take effect unless and until the same has been confirmed by an Act of the Legislature of Ontario.

In witness whereof this agreement has been duly sealed and executed by the parties hereto.

In presence of

---

**3 Edw. VII., c. 196, as amended by 4 Edw. VII., c. 135 (Dom.)**

An Act to Incorporate the Toronto and Hamilton Railway Company.

[Assented to 24th October, 1903.]

\* \* \* \* \*

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point in or near the City of Toronto, in the County

Line of  
railway  
described.

of York, to some point in or near the City of Hamilton, in the County of Wentworth, passing through the Counties of York, Peel, Halton and Wentworth, in the Province of Ontario;

\* \* \* \* \*

**Steam to be used for construction only.** 2. Steam may be used for the purposes of constructing the said railway, but shall not be used as motive power for its operation.

**Declaratory.** 3. The works authorized by this section are declared to be works for the general advantage of Canada.

**Agreements with other companies.**

8. The Company may enter into agreements with the Hamilton Radial Electric Railway Company, the Hamilton, Grimsby and Beamsville Electric Railway Company, the Niagara, St. Catharines and Toronto Railway Company, the Toronto and Mimico Electric Railway and Light Company, Limited, the Metropolitan Railway Company, and the Toronto Suburban Railway Company, for acquiring by purchase, lease or otherwise, in whole or in part, any rights or powers acquired under the Acts relating to the said companies or any of them, also the franchises, surveys, plans, works, plant, material, machinery and other property to them belonging, on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit; provided that such agreement has been first approved by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering it, at which meeting shareholders representing at least two-thirds in value of the stock are present or represented by proxy, and that such agreement has also received the sanction of the Governor in Council.

**Approval of shareholders and Governor in-Council.**

**Notice of application for sanction.**

2. Such sanction shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section 239 of *The Railway Act*, and also for a like period in one newspaper in each of the Counties through which the railway of the Company runs, and in which a newspaper is published.

**Agreement to be filed with Secretary of State.**

3. A duplicate of the agreement referred to in sub-section 1 of this section shall, within thirty days after its execution, be filed in the office of the Secretary of State of Canada, and notice thereof shall be given by the Company in *The Canada Gazette*, and the production of *The Canada Gazette* containing such notice shall be *prima facie* evidence of the requirements of this section having been complied with.

9. Nothing herein contained shall alter, vary or restrict Rights of municipalities under or by virtue either of ties not affected. any Acts of the Legislature of Ontario now in force and affecting the said railway companies, or any of them, or of any agreement or agreements with any of the companies mentioned in section 8 of this Act; and the Company, by virtue of exercising any of its rights or powers conferred by the said section 8 shall not (with respect to any line of railway acquired or over which the Company shall acquire running power or which may be constructed under the powers conferred by the said section 8) be entitled to any greater rights as against such municipality than the said agreement or agreements confer, and shall be bound to assume, and shall be deemed to have assumed, all the obligations undertaken with such municipality under such agreement or agreements with respect to any line of railway so acquired or so constructed, or over which the Company shall so acquire running rights.

10. The acquisition by the Company of a line of any railway mentioned in section 8 of this Act, which has been incorporated by a charter of the Province of Ontario, shall not make such line of railway, or any extension or extensions thereof hereafter constructed under such charter, subject to *The Railway Act of Canada* or works for the general advantage of Canada, but they shall be and remain subject to the legislation and control of the Province of Ontario and to the rights and powers of the local municipalities in the same manner and to the same extent as if this Act had not been passed.

11. Notwithstanding anything contained in *The Railway Authority Act* the Company shall not construct or operate its line of railway or any extensions thereof along any highway, street, or other public place without first obtaining the consent expressed by by-law of the municipality having jurisdiction over such highway, street, or other public place, and upon terms to be agreed upon with such municipality.

\* \* \* \* \*

12. The Company may construct and operate <sup>Telegraph and telephone</sup> lines upon its railway, and, for the purpose <sup>and telephone lines.</sup> of operating such lines or exchanging and transmitting messages, may enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of such companies, or may lease its own lines.

2. The Company may transmit messages for the public <sup>Rates to be approved.</sup> and collect rates or charges therefor, but no rate or charge

shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Governor in Council, who may also revise such rates and charges from time to time.

R.S.C., c.132. 3. *The Electric Telegraph Companies Act* shall apply to the telegraphic business of the Company.

\* \* \* \* \*

Application of 16. *The Railway Act* shall, subject to sections 7, 9, 10 and 1888, c. 29. 11 of this Act, apply to all lines of railway constructed by the Company, and to the maintenance, repairs and operation thereof.

#### 6 Edw. VII. c. 169 (Dom.)

An Act respecting The Toronto and Hamilton Railway Company, and to change its name to The Toronto, Niagara and Western Railway Company.

[Assented to 26th June, 1906.]

Preamble.

**W**HEREAS the Toronto and Hamilton Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Name changed.

1. The name of the Toronto and Hamilton Railway Company, hereinafter called "the Company," is changed to "The Toronto, Niagara and Western Railway Company," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor any suit or proceeding now pending or judgment existing, either by or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

Existing rights not affected.

Line of railway authorized.

2. The Company may lay out, construct and operate an extension of its heretofore authorized line of railway from a point in or near the City of Hamilton, in the County of Wentworth, or from a point in the County of Halton, westerly through or near the cities of Brantford, Woodstock,

London and Chatham, to some point at or near the City of Windsor, in the County of Essex, in the Province of Ontario.

\* \* \* \* \*

4. Subject to the provisions of sections 281 to 283, both inclusive, of *The Railway Act*, 1903, the Company may enter into agreements with other companies, for any of the purposes specified in the said section 281, such companies being the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, the Canada Southern Railway Company, the Canadian Northern Railway Company, the James Bay Railway Company, the Lake Erie and Detroit River Railway Company, the Thorold and Lake Erie Railway Company and the Père Marquette Railway Company.

5. The Company may, within two years after the passing of this Act, commence the construction of the railways which it has been authorized to construct and expend fifteen per cent. of the amount of its capital stock thereon, and may complete its railways and put them in operation within five years after the passing of this Act, and if the said railways are not commenced and such expenditure is not so made, or if the said railways are not completed and put in operation within the said period, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

\* \* \* \* \*

---

### 61 Vict. c. 88.

#### An Act to Incorporate The Toronto and Hudson Bay Railway Company.

[Assented to 13th June, 1898.]

WHEREAS a petition has been presented praying for the incorporation of a company to construct and operate a railway as hereinafter set forth, and it is expedient to grant the prayer of the said petition; therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

1. George Gooderham, John Herbert Mason, Robert Davis, W. R. Brock, the Honourable Lyman Melvin Jones and John

Incorporation.

Corporate name.

Shaw, all of the City of Toronto, in the Province of Ontario, together with such persons as become shareholders in the Company, are hereby incorporated under the name of "The Toronto and Hudson Bay Railway Company," hereinafter called "the Company."

Declaratory.

2. The undertaking of the Company is hereby declared to be a work for the general advantage of Canada.

Head Office.

3. The head office of the Company shall be in the City of Toronto, in the Province of Ontario.

Line of railway described.

4. The Company may lay out, construct and operate a line of railway of the gauge of four feet eight and one-half inches from the City of Toronto to a point at or near the mouth of Moose River, Albany River or Churchill River, on the west side of James Bay and Hudson's Bay, with a branch line extending to the Northern and Pacific Junction Railway, at or near the town of Gravenhurst,—a branch line extending southward from the main line adjoining the watershed near Temagami Lake, thence to the Northern and Pacific Junction Railway, at or near North Bay or Nipissing Junction—and a branch line from near Parry Sound to or near Sudbury, thence to Wahnapitae Lake.

Branch lines may be built first.

(2) The Company may construct and operate any of the branch lines hereinbefore mentioned, before commencing the construction of the main line.

Provisional directors.

5. The persons named in section 1 of this Act are hereby constituted provisional directors of the Company.

Capital stock and calls thereon.

6. The capital stock of the Company shall be one million dollars, and may be called up by the directors from time to time as they deem necessary; but no one call shall exceed ten per cent. on the shares subscribed.

Annual meeting.

7. The annual meeting of the shareholders shall be held on the second Tuesday in September in each year.

Election of directors.

8. At such meeting the subscribers for the capital stock assembled who have paid all calls due on their shares shall choose seven persons to be directors of the Company.

Amount of bonds, &c., limited.

9. The Company may issue bonds, debentures or other securities to the extent of twenty-five thousand dollars per mile of the railway and branches, and such bonds, debentures or other securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

10. The Company may enter into an agreement with the Canadian Pacific Railway Company, the Ottawa, Arnprior and Parry Sound Railway Company, the Parry Sound Colonization Railway Company, the Nipissing and James Bay Railway Company, the James Bay Railway Company, or the Grand Trunk Railway Company of Canada, for conveying or leasing to such company the railway of the Company hereby incorporated, in whole or in part, or any rights or powers acquired under this Act, as also the franchises, surveys, plans, works, plant, material, machinery and other property to it belonging, or for working or amalgamating with, or acquiring running rights on the systems of, such company, on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit; provided that such agreement has been first approved by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering the same—at which meeting shareholders representing at least two-thirds in value of the stock are present or represented by proxy—and that such agreement has also received the sanction of the Governor in Council.

2. Such sanction shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section 239 of *The Railway Act*, and also for a like period in one newspaper in each of the electoral districts through which the railway of the Company runs, and in which a newspaper is published.

3. A duplicate of the agreement, conveyance or lease above referred to, duly ratified and approved, shall, within thirty days after its execution, be filed in the office of the Secretary of State of Canada, and notice thereof shall be given by the Company in *The Canada Gazette*, and the production of *The Canada Gazette* containing such notice shall be *prima facie* evidence of the requirements of this Act having been complied with.

11. The Company may, in connection with and for the purposes of its railway:—

(a) Acquire, construct and navigate steam and other vessels upon Georgian Bay, James Bay and Hudson's Bay, and upon rivers and other waters connected therewith, and also upon all lakes and rivers upon the line of its railway, and for the like purposes construct, own, lease and use docks, warehouses, grain elevators and other works for facilitating transportation upon the said rivers, streams or other waters:

(b) Acquire and utilize water and steam power for the purpose of compressing air or generating electricity for light steam power.

Agreement with another company.  
Approval of shareholders and Governor-in-Council.

Notice of application for sanction.

Agreement to be filed with Secretary of State.

Power to control vessels.

ing, heating and motor purposes, and may dispose of surplus power generated by the Company's works and not required for its undertaking;

Lands and buildings.

(c) Acquire lands and construct and acquire buildings and other erections for the purpose of supplying water for the use of its railway, and sell or otherwise dispose of to municipalities and individuals the surplus water produced from any of the works of the Company and not required for the undertaking.

Power to enter upon highway, etc.

12. With the consent of the municipal council or other authority having jurisdiction over any highway or public place, the Company may enter thereon for the purpose of constructing and maintaining its lines of telegraph and telephone, and lines for the conveyance of electric power, and, when deemed necessary by the Company for the purpose of its telegraph and telephone systems, and its system for supplying electric power, may erect, equip and maintain

Stretch wires.

poles and other works and devices, and stretch wires and other telephonic or telegraphic or other electrical contrivances thereon, and, as often as the Company thinks proper, may break up and open any highway or public place, subject, however, to the following provisions:—

Break up highway.

(a) The Company shall not interfere with the public right of travel, nor in any way obstruct the entrance to any door or gateway, or free access to any building;

Height of wires.

(b) The Company shall not affix any wire less than twenty-two feet above the ground, nor, without the consent of the municipal council, erect more than one line of poles along any highway;

Kind of poles.

(c) All poles shall be as nearly as possible straight and perpendicular, and shall, in cities, be painted, if so required by any by-law of the council;

Cutting poles or wires in case of fire.

(d) The Company shall not be entitled to damages on account of its poles or wires being cut by direction of the officer in charge of the fire brigade at any fire, if, in the opinion of such officer, it is advisable that such poles or wires be cut;

Injury to trees.

(e) The Company shall not cut down or mutilate any shade, fruit or ornamental tree;

Supervision of municipality.

(f) The opening up of streets, for the erection of poles or for carrying wires under ground, shall be subject to the direction and approval of such person as the municipal council appoints, and shall be done in such manner as the said council directs; the council may also designate the places where such poles shall be erected; and the streets

shall, without any unnecessary delay, be restored, as far as <sup>Surface of</sup> ~~street to be~~  
possible, to their former condition by and at the expense of ~~restored.~~  
the Company;

(g) In case efficient means are devised for carrying telegraph or telephone wires under ground, no Act of Parliament requiring the Company to adopt such means, and abrogating the right given by this section to carry lines on poles, shall be deemed an infringement of the privileges granted by this Act, and the Company shall not be entitled to damages therefor; Future legislation as to carrying wires underground.

(h) Every person employed upon the work of erecting or repairing any line or instrument of the Company shall have conspicuously attached to his dress a badge, on which are legibly inscribed the name of the Company and a number by which he can be readily identified. Workmen to wear badges

(i) Nothing herein contained shall be deemed to authorize the Company to enter upon any private property for the purpose of erecting, maintaining or repairing any of its works, without the previous assent of the owner or occupant of the property for the time being; Private rights.

(j) If, for the purpose of removing buildings or in the exercise of the public right of travel, it is necessary that the said wires or poles be temporarily removed, by cutting poles. Temporary removal of wires and poles. or otherwise, the Company shall at its own expense upon reasonable notice in writing from any person requiring it, remove such wires or poles; and in default of the Company so doing, such person may remove such wires and poles at the expense of the Company. The said notice may be given either at any office of the Company or to any agent or officer of the Company, in the municipality, wherein are the wires or poles required to be removed, or in the case of a municipality wherein there is no such agent or officer, then either at the head office or to any agent or officer of the Company in the nearest or any adjoining municipality to that in which such wires or poles are; Notice to Company.

(k) The Company shall be responsible for all damage which it causes in carrying out or maintaining any of its said works. Liability for damage.

**13.** The Company may construct, acquire, and operate Telegraph and telegraph and telephone lines beyond its railway to any <sup>telephone</sup> ~~lines.~~ point on James Bay, Hudson's Bay and Hudson's Straits, and may lay submarine lines for telegraph and telephone connections between such points.

**14.** The Company may undertake the transmission of messages for the public by any of its lines of telegraph or telephone and collect tolls therefor, or may lease such lines, Power to collect tolls.

R.S.C., c. 132. provided that if the Company undertakes the transmission of messages for hire, it shall be subject to the provisions of sections 5 and 6 of *The Electric Telegraph Companies Act.*

**Power to acquire lands.** **15.** The Company may, for the purposes of its undertaking, purchase lands, including water power and mill privileges, and may hold, alienate or mortgage them, and may acquire and utilize water and steam power for the purpose of generating electricity for lighting and motor purposes in connection with its railway.

**Proceedings when extra land required** **16.** If the Company requires land for wharfs, docks, elevators, and warehouses, and cannot agree for the purchase thereof with the owner of such land, it may cause a map or plan and book of reference to be made of such land, and all the provisions of sections 107 to 111, both inclusive, of *The Railway Act* shall apply to the subject matter of this section, and to the obtaining of such land and determining the compensation thereof.

**Time for construction limited.** **17.** If the construction of the railway is not commenced and fifteen per cent. on the amount of the capital stock is not expended thereon within four years after the passing of this Act, or if the railway is not finished and put in operation in nine years after the passing of this Act, then the powers granted by this Act or by *The Railway Act* shall cease and be null and void as respects so much of the railway as then remains uncompleted.

**Suspension of this Act.** **18.** The operation of sections 4, 9, 11, 12, 13, 14, 15 and 16 of this Act shall be suspended for the period of two years from the date of the passing of this Act, and if at the expiration of such period the James Bay Railway Company has commenced and substantially proceeded with the construction of its line of railway from Toronto to Sudbury via Parry Sound, the operation of the said sections shall continue to be suspended as to that line during such time as the substantial proceeding with such construction continues; and if at the expiration of the said period either the said James Bay Railway Company or the Nipissing and James Bay Railway Company has commenced and substantially proceeded with the construction of its line of railway northward from the present main line of the Canadian Pacific Railway, the operation of the said sections shall continue to be suspended as to that line during such time as the substantial proceeding with such construction continues, and upon the completion of the said respective lines of railway, the operation of the said sections shall cease and determine.

2. If any question arises under this section as to the commencement of, or the substantial proceeding with, the construction or the completion of the said respective lines of railway, it shall be determined by the Governor in Council.

3. The Company may become party to and entitled to enforce any agreement which may be made between the James Bay Railway Company, the Nipissing and James Bay Railway Company, or between either of the said railway companies, under the powers given by their respective Acts of incorporation, and the Grand Trunk Railway Company of Canada, and the Canadian Pacific Railway Company, or either of them.

19. Any Act hereafter passed for the purpose of controlling railway companies incorporated by or subject to Parliament as to the issuing of stock or bonds, and as to rates or tolls, and the regulation thereof, and as to running powers over, or other rights in connection with, the railway of any company by any other company, and the exercise of powers conferred upon railway companies, shall apply to the Company from the time such Act goes into effect; but this section shall not be construed to imply that such Act would not apply to the Company without the enactment of this section.

**3 Edw. VII. c. 118 (Ont.)**

**An Act respecting the Toronto and Mimico Electric Railway and Light Company, Limited.**

[*Assented to 12th June, 1903.*]

WHEREAS The Toronto and Mimico Electric Railway Preamble. and Light Company, Limited, hereinafter called the "Company," has by petition set forth that the said Company has, by virtue of its Charter of Incorporation, constructed and is now operating a line of electric railway from a point in the City of Toronto to Long Branch, in the Township of Etobicoke, and that it is desirous of extending its railway westerly through the Township of Etobicoke, in the County of York, the Township of Toronto, in the County of Peel, the Townships of Trafalgar and Nelson and the Town of Oakville and the Villages of Bronte and Burlington in the County of Halton, and the Townships of East Flamboro, West Flamboro and Saltfleet, in the County of Wentworth, to a point in or near the City of Hamilton; and whereas the Company has prayed that an Act may be passed changing

the name of the Company, and authorizing the construction of the extension of the said railway, and for all necessary and incidental powers relating thereto; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Name of company.

1. The name of the Company is hereby changed to "The Toronto and Mimico Railway Company."

\* \* \* \* \*

Power to connect with and enter into agreements with other companies.

Proviso.

14. The Company may at any points on or near to its line of railway connect its tracks with the tracks of the Toronto Suburban Railway Company, the Hamilton Street Railway Company, the Hamilton Radial Electric Railway Company, the Hamilton, Grimsby and Beamsville Electric Railway Company, or with the tracks of any of the said companies, and it shall be lawful for the Company to enter into any agreement with any or either of the said railway companies, if lawfully authorized to enter into such an agreement, to amalgamate with, purchase, lease or otherwise acquire the said railways, or any of them, or any part or parts thereof; or to sell and dispose of or lease to any of the said companies the whole or any part of its railway, or to make arrangements with the said companies, or any of them, for the interchange of passenger or freight traffic, or for the use by either company of the property, buildings, plant, material, rolling stock, machinery, appliances or facilities of the other, or for the supply of motive power, heat or light by either company to the other, or any other joint arrangement respecting the running arrangements of the said companies, or any of them, and the conduct of the joint traffic of the companies which may be parties to any such agreement; provided that nothing done under this section shall be valid until the same shall be first authorized by two-thirds in value of the shareholders of the Company at a special general meeting to be held for that purpose, and until the consent of the Councils of the Corporation of the Municipality or Municipalities affected thereby, or the approval of the Railway Committee of the Executive Council of Ontario, has first been obtained; but this section shall not be construed as purporting or intending to confer rights or powers upon any company which is not within the legislative authority of the Province of Ontario.

Agreements with other companies to

15. The authority and power conferred on the Company by this Act to enter into agreements with any other railway

company for connections, running arrangements, sale, lease, amalgamation or hiring of the said railway, shall be subject to such terms, conditions and regulations as may be provided and enacted by any general or special Act or Acts, which may at the time such agreement is entered into be in force, and to such terms, conditions and regulations, general or special, as the Railway Committee of the Executive Council of Ontario may from time to time order.

\* \* \* \* \*

**19.** The Company may take, transport, carry and convey goods upon its railway, but no freight or express cars shall be carried along any public highway unless and until the size and number of cars and motors to be used therewith, and the hours of running the same, have been approved by the Railway Committee of the Executive Council of Ontario, nor shall any freight service be operated until authorized and except as directed by the said Railway Committee.

**20.** The Company may and is hereby empowered to change the gauge of its line of railway heretofore constructed to the standard gauge of four feet, eight and one-half inches, and the extension hereby authorized may be either of the present gauge of the railway heretofore constructed, or of the gauge of four feet, eight and one-half inches.

\* \* \* \* \*

**23.** The Company may make uniform special rates for the carriage of fruits, milk, and other perishable freight.

\* \* \* \* \*

**25.** Notwithstanding anything contained in this Act or in any Statute of the Province, no Municipality shall have power to grant to the said railway any exclusive rights, privileges or franchises as to the transmission of electrical energy for power, light and heat over or across any public highway or street in the said municipality.

\* \* \* \* \*

**27.** The Company shall not increase the fares now charged by it from the City of Toronto to Long Branch and intermediate points, or from Long Branch to the said city and intermediate points, without the consent of and as directed by the Railway Committee of the Executive Council of Ontario.

\* \* \* \* \*

**29.** The Company may deviate from its right of way within the limits of the City of Toronto to the north from their present line of railway for the purpose of connecting its tracks with the tracks of the Grank Trunk Railway Company at or near Swansea, and also for the purpose of running its said tracks to a station or terminal grounds north of its present tracks and south of the Grand Trunk Railway tracks, and west of the present easterly terminus of the line of the Company and not otherwise; such deviations shall be subject to the approval of the Railway Committee of the Executive Council of Ontario.

**30.** Nothing herein contained except sections 1, 6, 7, 8, 9, 10, 11, 12, 18, 19, 20, 23, 25, 26, 27, 28 and 29 shall apply to the Company or the undertaking within the limits of the City of Toronto unless with the consent and approval by by-law of the Municipal Council of the said City.

**31.** Nothing in this Act contained shall be construed to extend the time limited by any existing agreement for franchise rights with any municipality.

---

58 Vict. c. 43 (Ont.) (R. S. O. c. 227).

### An Act respecting Municipal Arbitrations.

[Assented to 16th April, 1895.]

**H**ER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

**Short title.**

1. This Act may be cited as *The Municipal Arbitrations Act*.

**Appointment  
of official  
arbitrator.**

**Rev. Stat.,  
e. 223.**

2.—(1) Notwithstanding anything contained in *The Municipal Act* or any other Act, all claims against the corporation of a city, containing a population of 100,000 or more, for compensation or damages, under section 437 of *The Municipal Act*, and all other claims and questions arising under any lease or other contract, to which the corporation is a party, and which, by law, or by the terms of the contract, are to be decided by the award of one or more arbitrators, shall be heard and determined by an official referee, to be appointed by the Lieutenant-Governor in Council and to be called the Official Arbitrator.

(2) The Official Arbitrator shall be deemed to be an officer of the High Court and shall not act as solicitor or counsel for or against the municipality in which he is such arbitrator, in any case in which the said municipality is interested.

(3) He shall be a barrister of at least ten years' standing at the Bar of Ontario.

(4) The Official Arbitrator shall have all the powers of an official referee under *The Judicature Act* and otherwise, and shall hold his office upon the same tenure as an official referee. <sup>Powers. Rev. Stat., c. 51.</sup>

(5) The Official Arbitrator shall have all the powers of an arbitrator under *The Municipal Act*, and he shall likewise have the powers of other arbitrators generally. <sup>Rev. Stat., c. 223.</sup>

(6) The Official Arbitrator shall have also, as respects proceedings before him, the powers of a Judge of the High Court, including the production of books and papers, the amendment of notices for compensation or damage, and of all other notices and proceedings, the rectification of errors or omissions, the time and place of taking examinations and views, the assistance of engineers, surveyors, or other experts, and as respects all matters whatsoever incident to the trial and decision of matters before him, or proper for doing complete justice therein between the parties, including the question of costs. <sup>Powers of official arbitrator.</sup>

3. In case any person interested in any such claim or question, as aforesaid, desires the same to be determined by the Official Arbitrator for the City, he shall give to the City Clerk and to the other party or parties interested, seven clear days' notice that the same is so referred, specifying, therein, the nature of the claim or question to be determined, and the amount in controversy, and upon such notice, with sufficient proof of the service thereof, as aforesaid, being filed with him, the Official Arbitrator may proceed to hear and determine the matters so referred to him. <sup>Commencement of proceedings under Act.</sup>

4. In the event of the Official Arbitrator proceeding partly on view or upon any special knowledge or skill possessed by himself, he shall put in writing as part of his reasons a statement of such matter sufficiently full to allow the Court of Appeal to determine the weight which should be attached thereto. <sup>When arbitrator to state reasons in writing.</sup>

5. The award of the Official Arbitrator, with his notes of evidence and exhibits, and the reasons of his decision, shall be filed in the office of the Registrar of the Court of Appeal, and notice of the filing shall forthwith be given by the Official Arbitrator to the parties appearing upon the reference, <sup>Filing award or report.</sup>

Extending  
notes of  
evidence.

or to their solicitors; and upon the request of any one of the parties interested in the inquiry, the notes of the shorthand writer shall be extended by him, and upon payment of his proper fees therefor, shall be filed with the said Registrar.

Fees to be  
paid before  
award made  
public.

**6.** The award when filed with the Registrar of the Court of Appeal shall not be made public until all the fees payable by the parties have been paid to the said Official Arbitrator.

Appeal to  
Court of  
Appeal.

**7.** The award of the Official Arbitrator may be appealed against to the Court of Appeal in the same manner as the decision of a Judge of the High Court sitting in Court is appealed therefrom; and shall be binding and conclusive upon all parties thereto unless appealed from within one month after the taking up of the same.

**8.** The time of any vacation of the High Court or of the Court of Appeal shall not be reckoned in the computation of the time for doing any act or taking any proceeding in appealing as aforesaid to the Court of Appeal.

Giving out  
exhibits when  
no appeal.

**9.** In case of no appeal the exhibits may be delivered out to the parties entitled to the same at the expiration of the time limited for appealing.

Transferring  
actions to  
arbitrator.

**10.** Where a party brings an action for damages in a case in which, according to the opinion of the Court in which the action is brought, or a Judge thereof, the proper proceeding is under this Act, the Court or Judge, on the application of either party, or otherwise, may order the action to be transferred to the Official Arbitrator at any stage of the action, and on such terms as to costs and otherwise as the Court or Judge may see fit, and the Official Arbitrator shall thereupon give such directions as to the prosecution of the claim before him as may seem just or convenient, and subject to the provisions, if any, in respect thereto in the order of transfer, the costs of the proceedings shall be in the discretion of the Official Arbitrator.

How costs to  
be taxed.

**11.** Costs, if given by the Official Arbitrator, shall be taxed by one of the taxing officers of the High Court, and shall be payable upon such scale and to such parties as may be determined by the said Official Arbitrator.

Fees of  
Official Arbitrator.

**12.—(1)** The said Official Arbitrator shall receive for his services, while sitting upon any arbitration proceeding, at the rate of \$20 per day, or a proportionate part thereof, where a sitting upon any one day occupies less than a whole day; and for a meeting, at which the cause is not proceeded with, but an enlargement or postponement is made at the request of

any party, §4. One-half of the said fees shall be payable by each of the parties thereto, if only two parties are interested, and proportionately by all parties interested if a larger number than two are so interested, but the Official Arbitrator shall have power by his award to determine that any sum so paid or payable for fees may be recoverable by any one or more of the parties thereto from any other or others of the parties thereto, and the said fees shall be recoverable as any other costs of the sitting.

(2) In case the award of the Official Arbitrator is not taken up within thirty days after the service of notice of filing thereof upon the parties, he may sue for and recover his fees or expenses from any one or more of the parties to the arbitration, in any Court of competent jurisdiction. But nothing herein shall prejudicially affect the right of the Arbitrator to recover his fees or expenses in any way in which they may now be recovered.

**13.**—(1) The Lieutenant-Governor in Council may also appoint, for such municipality, an assessor of sound judgment, experience and knowledge in, and as to matters relating to, real property within such municipality, to sit with the Official Arbitrator, upon arbitrations as hereinafter provided.

(2) The assessor shall be called upon by the Official Arbitrator—

(a) In any arbitration pending before him, upon the request of all parties to the arbitration, and at any stage of the proceedings.

(b) When the Official Arbitrator desires his advice and assistance, and no party to the proceedings objects thereto, at the time he is so called in.

(3) The said assessor shall not make, or join in the award, but shall otherwise give the Official Arbitrator such assistance as he may require.

(4) The assessor shall receive for his services, while sitting on any arbitration proceeding as aforesaid, at the rate of \$10 per day, or a proportionate part thereof, where a sitting on any one day occupies less than a whole day; and for a meeting where the cause is not proceeded with, but an enlargement or postponement is made at the request of any party, \$2.

(5) The fees of the assessor shall be payable by the same parties, and in the same proportion and manner, and shall be recoverable in the same way as those of the arbitrator and

shall be treated, in all respects, in the same manner as the fees of the arbitrator, as to the ultimate payment thereof, and as to the manner of such payment.

Rules of Supreme Court.

Rev. Stat., c. 51.

Publication of rules and tariff.

Application of Act extended.

Official arbitrator may be appointed.

Repeal of by-law bringing Act into force.

Act incorporated with Rev. Stat., c. 223.

**14.**—(1) The Judges of the Supreme Court shall have the same authority for making general rules and orders with respect to matters under this Act as they have in respect to proceedings under *The Judicature Act*, and also to frame tariffs of fees to be paid; and sections 122 to 125 of *The Judicature Act* shall apply thereto.

(2) Such rules and tariffs shall be published in the Ontario Gazette, and shall thereupon have the force of law, and the same shall be laid before the Legislative Assembly at its next session after such publication.

**15.** This Act shall extend and apply to the County of York and to the Township of York, and to any municipality which by by-law declares that it is the desire of such municipality to be brought within the provisions of this Act; and in such case this Act shall be read as though it had been expressly made to apply to such municipality by the terms thereof. Where any municipality, other than the City of Toronto, the County of York or the Township of York, has by by-law declared or shall hereafter declare that it is the desire of the municipality to be brought within the provisions of this Act, an Official Arbitrator shall be appointed for such municipality by the Lieutenant-Governor in Council, and shall have and exercise within such municipality all the powers conferred upon the Official Arbitrator by this Act.

**15 (a)** The council of any municipality which has passed a by-law under section 15 of this Act may repeal the same by by-law passed at any time after the expiration of six months from the passing of such first-mentioned by-law, and upon the passing of such repealing by-law this Act shall cease to apply or be in force in such municipality.

**16.** This Act shall be read with and as part of *The Municipal Act*.

## 2 Edw. VII. c. 107 (Dom.)

### An Act to Incorporate the Toronto and Niagara Power Company.

[Assented to 15th May, 1902.]

Preamble.

WHEREAS the persons hereinafter named have, by their petition, prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said

petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

1. James Ross, of the City of Montreal, William Mackenzie, of the City of Toronto, Henry M. Pellatt, Frederick Nicholls and Samuel George Beatty, of the City of Toronto, together with such persons as become shareholders in the Company, are incorporated under the name of "The Toronto and Niagara Power Company," hereinafter called "the Company." Incorporation.

2. The works authorized by this Act are declared to be for Declaratory. the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted the first or provisional directors of the Company. Provisional directors.

4. The capital stock of the Company shall be three million Capital stock. dollars, divided into shares of one hundred dollars each.

5. The head office of the Company shall be at the City of Head office. Toronto, or at such other place in Canada as is from time to time determined by by-law of the Company.

6. The annual general meeting of the shareholders of the Company shall be held on the first Monday in November in each year, or at such other date as may be fixed by by-law of the Company. Annual meeting.

7. At the first meeting of shareholders, and at each annual meeting, the shareholders assembled who have paid all calls due on their shares, shall choose not less than five nor more than seven persons as directors of the Company, the number to be determined by by-law, and a majority of the directors shall form a quorum, and one or more may be paid directors, and the directors may pass by-laws for the conduct of the affairs and business of the Company. Election of directors.

8. Aliens and foreign corporations may, equally with British subjects, become shareholders in the Company, and may vote upon their shares. No person shall be elected a director unless he is a shareholder owning stock absolutely in his own right and not in arrear in respect of any call thereon; and aliens shall have the same rights as British subjects of being directors, but the majority of the directors shall be residents of Canada. Aliens may be shareholders and directors. Qualification of directors.

9. The Company may acquire lands and erect, use and manage works, machinery and plant for the generation, transmission and distribution of electric and other power and energy. Motive power.

Water and steam power.

10. The Company may acquire and utilize water and steam power for the purpose of compressing air or generating electricity, and may sell, dispose of and distribute the same either as water power or other power, or by converting the same into electricity or other force for any purpose for which electricity or other power can be used.

Hydraulic and electric power.

11. The Company may supply hydraulic, electric or other power by means of cables, machinery or other appliances, and at such rates and upon such conditions as are agreed upon, and the Company may contract with any company or person having erected or having power to erect a bridge or viaduct across the Niagara River, for permission, upon such terms as are agreed upon, to carry one or more wires for electric power or other purpose upon and over the said bridge or viaduct towards the United States shore of the Niagara River, and connect the same with the wires of any electric or other company in the United States, for the purpose of enabling the Company to furnish and guarantee continuous power for the uses proposed to be served by the Company, and may contract with such company to work the said electric or other power jointly, or may acquire any existing contract of such character.

Power to connect wires with U. S. companies.

12. The Company may acquire, construct, maintain and operate works for the production, sale and distribution of electricity and power, for any purpose for which such electricity or power can be used, and may construct, maintain and operate lines of wire, poles, tunnels, conduits and other works in the manner and to the extent required for the corporate purposes of the Company, and may conduct, store, sell and supply electricity and other power, and may, with such lines of wire, poles, conduits, motors or other conductors or devices, conduct, convey, furnish or receive such electricity to or from any person, at any place, through, over, along or across any public highway, bridges, viaducts, railways, watercourses, or over or under any waters, and may enter upon any lands on either side of such lines or conduits, and fell or remove any trees or limbs thereof, or other obstructions necessary, in the opinion of the engineer of the Company, to guard the safety of such lines or conduits, and the Company may enter upon any private property and survey, set off and take such parts thereof as are necessary for such lines of wire, poles or conduits, and in case of disagreement between the Company and any owner or occupier of lands which the Company may take for any of the purposes aforesaid or in respect of any damages done thereto by constructing the said lines, poles or conduits upon the same, the

Expropriation powers.

provisions of *The Railway Act* hereinafter incorporated, shall apply, but nothing herein contained shall give the Company the right to expropriate water powers.

**13.** The Company may erect poles, construct trenches or conduits and do all other things necessary for the transmission of power, heat or light as fully and effectually as the circumstances of the case may require, provided the same are so constructed as not to incommod the public use of streets, highways or public places or to impede the access to any house or other building erected in the vicinity thereof, or to interrupt the navigation of any waters, but the Company shall be responsible for all damage which it causes in carrying out or maintaining any of its said works.

**14.** The directors may make and issue as paid up and non-assessable stock, shares in the Company in payment for any contract, franchise, property, undertaking, privilege, right or power which may be assigned or transferred to it or which it may acquire by virtue of this Act, at such rate as they deem expedient, to engineers or contractors or for right of way, material, plant, buildings or lands, or the construction or equipment of the works or any part thereof, or for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares or other securities of the Company or in or about the promotion of the Company or the conduct of its business.

**15.** The directors may, from time to time, issue bonds of <sup>Bond issue.</sup> the Company for the purpose of raising money for prosecuting the said undertaking, but the whole amount of the issue of such bonds shall not exceed in all the sum of one million five hundred thousand dollars, which shall, as therein provided, be a charge upon the works, franchise, plant and undertaking of the Company, and be payable at such times and places and be sold at such price as the directors from time to time determine, and the Company may, from time to time, for advances of money to be made thereon, mortgage or pledge any bonds which, under the authority of this Act, they have power to issue.

**16.** The Company may take and hold stock in any corporation created for or engaged in the business of using or supplying water from the Niagara or Welland River, or of any corporation created for or engaged in the use of power, light or heat derived from such water or otherwise, and may hold stock in any corporation which contracts to purchase, lease or use any power or property of the Company, and its stock may also be owned, held and voted upon by any such corporation acquiring such stock.

**Telephone and telegraph line.** 17. The Company may construct a telephone line and telegraph line in connection with and for the purpose only of its own works and business.

**Surveys.** 18. The Company may take and make the surveys and levels of the lands through or under which the works of the Company are to pass or to be operated, together with the map or plan thereof, and of the course and direction of the said works and of the lands intended to be passed through or under so far as then ascertained, and also the book of reference for the works, and deposit the same as required by *The Railway Act* with respect to plans and surveys, by sections or portions less than the whole length of the said works, and of such length as the Company from time to time sees fit; and upon such deposit as aforesaid of the map or plan and book of reference of any and each of such sections or portions of the said works all the actions of *The Railway Act* applicable thereto shall apply to each of such sections or portions of the said works as fully and effectually as if the said surveys and levels had been taken and made of the lands through or under which the whole of the said works are or were to pass, together with the map or plan of the whole thereof, and of their whole course and direction, and as fully as if the book of reference for the whole of the said works had been taken, made, examined, certified and deposited according to the said sections of *The Railway Act*.

1888, c. 29. 19. The Company shall erect and maintain on each side of the land expropriated by the Company, fences and gates as fully as required by *The Railway Act*, and for this purpose sections 194 to 199, inclusive, of *The Railway Act*, shall apply so far as applicable.

**Queen Victoria, etc., park.** 20. None of the works hereby authorized shall be constructed or the powers given by this Act exercised within the present limits of the Queen Victoria Niagara Falls Park except with the consent of the proper authorities.

1888, c. 29. 21. Sections 40 to 61, both inclusive, section 90, sections 93 to 98, both inclusive, and sections 136 to 169, both inclusive, of *The Railway Act* shall apply to the Company and its undertakings in so far as the said sections are not inconsistent with the provisions of this Act, and subject to the following:—

**“Company” defined.** (a) Wherever in the said sections of *The Railway Act* the word “company” occurs, it shall mean the Company hereby incorporated.

**“Railway” defined.** (b) Wherever in the said sections of *The Railway Act* the word “railway” occurs, it shall, unless the context otherwise

requires and in so far as it applies to the provisions of this Act, mean the works, conduits, lines, cables, or other works authorized by this Act to be constructed or acquired.

(c) Wherever in the said sections of *The Railway Act* the word "land" occurs, it shall include any privilege or easement required by the Company for constructing the works authorized by this Act, or any portion thereof, over and along any land, without the necessity of acquiring a title in fee simple thereto.

**22.** Sections 9, 18 and 39 of *The Companies Clauses Act* R.S.C., c. 118, shall not apply to the Company.

---

**61 Vict. c. 65 (Ont.)**

An Act to Amend the Act of Incorporation of the Toronto and Scarborough Electric Railway, Light and Power Company (Limited).

[Assented to 17th January, 1898.]

WHEREAS a petition has been presented by the Toronto and Scarborough Electric Railway, Light and Power Company (Limited), praying that an Act may be passed empowering the Company to construct and operate their railway along Queen Street East, across the municipality of the Village of East Toronto; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The Toronto and Scarborough Electric Railway, Light and Power Company (Limited), are hereby authorized and empowered to construct, maintain, complete and operate (on all days except Sundays), and from time to time to remove, change and repair as required, an iron or steel railway track or tracks, with the necessary sidetracks, switches and turn-outs, for the passage of cars and other vehicles adapted to the same, over, along and upon the original allowance for a road between the first concession from the Bay and the broken front thereof, known as Queen Street East, from its intersection with the westerly limit of the Village of East Toronto to its intersection with the easterly limit of the said Village, and save as varied by this Act, upon, under and subject to

Location of  
line on Queen  
Street.

all the terms, covenants, agreements, conditions and obligations contained in the agreement, dated the 16<sup>th</sup> day of November, 1892, made between the Corporation of the Village of East Toronto and the said Railway Company, which is incorporated in and confirmed by the Act of Incorporation of the Company, passed by the Legislative Assembly of the Province of Ontario, in the fifty-sixth year of the reign of Her Majesty Queen Victoria (1893), chapter 102, without let or hindrance from the said municipality, or any person or persons whomsoever.

Powers of Act  
not to be  
exercised until  
agreement  
entered into  
for special  
class of  
tickets.

**2.** The powers by this Act conferred shall not be exercised by the said Toronto and Scarborough Electric Railway, Light and Power Company, Limited, until the said Company has entered into an agreement with the Toronto Railway Company for the issue of a special class of return tickets from any point on the line of the said The Toronto and Scarborough Electric Railway, Light and Power Company, Limited, in the Village of East Toronto, to any point on the line of the Toronto Railway in the City of Toronto, at the rate of ten cents for each return or round trip ticket, to be good between the hours of six o'clock and eight o'clock in the forenoon, and between the hours of five o'clock and half-past six o'clock in the afternoon, on the Toronto Railway, and five o'clock and seven o'clock on the Toronto and Scarborough Electric Railway; and also for a special class of return tickets at the rate of ten cents for each return or round trip ticket to be good on statutory holidays and civic holidays in the City of Toronto or the Village of East Toronto, and on Saturday from twelve o'clock noon to seven o'clock in the afternoon; and also for the issue of a special class of return tickets from any point on the line of The Toronto and Scarborough Electric Railway, Light and Power Company, Limited, in the Village of East Toronto, to any point on the line of the Toronto Railway in the City of Toronto, at the rate of fifteen cents for each return or round trip ticket, to be good during all the hours of the day; and the said The Toronto and Scarborough Electric Railway, Light and Power Company, Limited, shall issue the said classes of tickets and sell the same at the said rates good from any point on the line of the said Company in the Village of East Toronto to any point on the line of The Toronto Railway in the City of Toronto and return, and transfer arrangements shall be made if necessary.

Hours at  
which cars to  
run.

**3.** The said Company shall operate and run a car or cars over its line, from the terminus of its line at the junction of the Kingston Road with Queen Street to the corner of Gerrard and Main Street in the said Village, at least every

half hour, between the hours of six o'clock in the forenoon and half-past eleven o'clock in the afternoon, the Company to run the last car from the said junction to the Village of East Toronto at half-past eleven o'clock in the afternoon.

**4.** Passengers from any point on the railway in the Village of East Toronto to Munro Park shall be entitled on payment of one single fare to a free transfer at the Woodbine Junction to the cars of The Toronto Railway running east to the Park, and passengers from Munro Park to any point on the railway in the Village of East Toronto shall be entitled on the payment of one single fare to a free transfer at the Woodbine Junction to the cars of the Toronto and Scarborough Railway running to any part of the Village.

Transfers to  
and from  
Queen Street  
line.

61 Vict. c. 66 (Ont.)

An Act to Incorporate the Toronto and York Radial Railway Company.

[Assented to 17th January, 1898.]

WHEREAS Wilmot Deloui Matthews, of the City of Toronto, in the County of York, Grain Dealer; Edward Frederick Clarke, of the City of Toronto aforesaid, Insurance Manager; Charles Henry Ritchie, of the City of Toronto aforesaid, one of Her Majesty's Counsel learned in the law; James Gunn, of the City of Toronto aforesaid, Superintendent, and Archibald Campbell, of the Town of Toronto Junction, in the County of York, Merchant Miller, have prayed for incorporation under the name of "The Toronto and York Radial Railway Company," and for power to acquire and take over the franchises, rights, powers, privileges and property of the several and respective railway companies hereinafter mentioned, and for other powers; and it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The said Wilmot Deloui Matthews, Edward Frederick Clarke, Charles Henry Ritchie, James Gunn and Archibald

Incorporation.

Campbell, and such other persons and corporations as shall hereafter become shareholders of the said Company, are hereby incorporated and constituted a body politic and corporate under the name of "The Toronto and York Radial Railway Company," and are hereinafter referred to as "the Company."

"Vendors"  
to mean cer-  
tain com-  
panies.

**2.** The expression "the vendors," wherever the same occurs in this Act, shall mean all or any of the following companies, namely: The Toronto and Scarborough Electric Railway, Light and Power Company (Limited); The Toronto and Mimico Electric Railway and Light Company (Limited); The Toronto Suburban Street Railway Company (Limited), and the Metropolitan Railway Company.

Acquiring  
franchises,  
etc., of  
vendors.

**3.** The Company may, from time to time, acquire by contract of purchase, lease, license, or other form of contract, any undertaking, railway, franchise, right, power, privilege or other real or personal property of the vendors, save as hereinafter provided.

Agreements  
with vendors.

**4.** The respective boards of directors of the Company and of the vendors may enter into any contract or agreement for any of the purposes aforesaid, but every such contract shall be subject to the observance, performance and fulfilment by the Company of all and every the terms, covenants, agreements, provisoies and obligations contained in any agreement with any municipal corporation with reference to the railway to be acquired by virtue thereof, and no such agreement shall be operative until it shall have been approved by a vote of two-thirds in value of the shareholders voting in person or by proxy at special general meetings of the Company and of the vendors respectively duly called for the purpose of considering the same.

Company to  
be liable for  
debts of  
vendors.

**5.** Upon the acquisition by purchase of any undertaking of the vendors, the Company shall assume and be liable for all the liens and charges upon the undertaking, and for all the debts and liabilities of the vendors thereof.

Transfer of  
franchises,  
etc., from  
vendors to  
company.

**6.** After the approval by the shareholders of any such agreement as aforesaid, the rights to be acquired by the Company by virtue of the agreement shall be transferred to them by the vendors by indenture, and upon the execution thereof, the Company shall be vested with and entitled to the undertaking, railway, franchises, rights, powers, privileges and other real and personal property of the vendors, together with the full benefit of all agreements made by the vendors

with any municipal corporation, and upon any absolute purchase by the Company of the undertaking of the vendors, the Company shall be substituted for and shall stand in the place of the vendors in every agreement with every such municipal corporation and shall be entitled to the full benefit of all renewals provided for in every such agreement or by-law, and may construct and operate any extension of the railway, and shall have the absolute right to exercise all the franchises, rights, powers and privileges of the vendors, save as hereinafter provided.

**7.** The Company may from time to time acquire from any shareholder of the vendors any or all the shares of the capital stock in any undertaking which the Company is authorized to purchase, and the directors of the Company may by by-law appoint any person or persons to act for and represent the Company at any meetings of the shareholders in any undertaking in which the Company shall hold stock, and every such person shall be deemed to hold such stock in his own right and shall be eligible for election as a director in respect thereof.

\* \* \* \* \*

**23.** Nothing in sections 3, 4, 6 and 7 of this Act contained shall confer any powers upon the Company other than those possessed by the vendors; nor be taken or deemed to enlarge or extend the powers so acquired so as to confer upon the Company the right to exercise the powers and franchises acquired from any other company named herein as one of the vendors, in any other locality or to any greater extent than may now be done by such other company under its Act or charter of incorporation, or any amendments thereto or under any agreement or agreements entered into by such vendors with any municipal corporation; nor shall anything in this Act contained impair, alter, affect or prejudice any agreement between the vendors or any of them and any municipal corporation or any obligation thereunder, nor shall anything herein contained alter or affect any agreement between The Toronto Railway Company and the Corporation of the City of Toronto or any obligations thereunder.

**24.** Notwithstanding any of the powers now vested in any of the said vendors, nothing in this Act shall be deemed to confer on the said Company the right to sell or lease electric light or power within the present limits of the City of Toronto, and the said Company shall not have such rights.

6 Edw. VII. c. 124 (Ont.)

An Act respecting The Toronto and York  
Radial Railway.

[Assented to 14th May, 1906.]

Preamble.

**W**HEREAS by chapter 66 of the Statutes of 1898, 61 Victoria, the Toronto and York Radial Railway Company, hereinafter called the Company, was empowered to acquire, as therein provided, the undertakings, railways, franchises, rights, powers, privileges and other real and personal property of the Toronto and Scarboro' Electric Railway, Light and Power Company, Limited, the Toronto and Mimico Electric Railway and Light Company, Limited, and the Metropolitan Railway Company, and has so acquired the undertakings, railways, franchises, rights, powers, privileges and other real and personal property of the said companies; and whereas it is desirable to extend the time limited for the construction of the Company's railways and to grant the Company certain additional powers; and whereas the Company by its petition has prayed that it may be enacted as hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Toronto and  
York Radial  
Ry. Co.  
authorized to  
lay out, con-  
struct and  
operate cer-  
tain railways.

1. The Company may lay out, construct and operate the railways, extensions, and branches which the Toronto and Scarboro' Electric Railway, Light and Power Company, Limited, the Toronto and Mimico Electric Railway and Light Company, Limited, and the Metropolitan Railway Company were, by the Acts relating to such companies, empowered to lay out, construct and operate.

\* \* \* \* \*

Certain agree-  
ments not to  
be affected.

3. Nothing in this Act contained shall in any wise revive or affect any agreement between the Corporation of the City of Toronto or any municipal corporation and the Company, or between the said Corporation or Corporations and the Toronto and Scarboro' Electric Railway, Light and Power Company, Limited, the Toronto and Mimico Electric Railway and Light Company, Limited, the Metropolitan Railway Company, the Toronto Railway Company, or any or all of said companies, nor enlarge or impair any right, obligation or liability accrued, accruing or established under any such

agreement; nor shall anything in this Act have the effect of reviving any rights or powers heretofore possessed by any of the said companies within the City of Toronto which have expired.

\* \* \* \* \*

**6.** The Company may purchase, lease or acquire and hold for any estate in the same, and may sell, lease, alienate, or mortgage any lands or premises intended and necessary or suitable for market or park purposes, but no lands shall be so purchased, leased or acquired for market purposes within the limits of the City of Toronto without the consent of The Ontario Railway and Municipal Board.

**7.** The railways mentioned in the Acts relating to the Toronto and Scarboro' Electric Railway Light and Power Company, Limited, the Toronto and Mimico Electric Railway and Light Company, Limited, and the Metropolitan Railway Company, and in this Act, shall be constructed and put in operation within five years from the passing of this Act, otherwise the powers granted for such construction shall cease and be null and void with respect to so much of the said lines as then remains uncompleted.

— — — — —

#### 6 Edw. VII. c. 59 (Ont.)

#### An Act respecting the Toronto General Hospital.

[*Assented to 14th May, 1906.*]

**H**IS MAJESTY, by and with the advice and consent of Preamble. the Legislative Assembly of the Province of Ontario, enacts as follows;—

**1.** This Act may be cited as *The Toronto General Hospital Act, 1906.* Short title.

#### INTERPRETATION.

**2.** Where the words following occur in this Act they shall be construed in the manner hereinafter mentioned unless a contrary intention appears.

(a) "The Hospital" shall mean the Toronto General Hospital. "The Hospital."

"The Trustees." (b) "The Trustees" shall mean the Trustees of the Toronto General Hospital.

"Subscribers." (c) "Subscribers" shall mean Benefactors and Annual Subscribers as defined by this Act.

"The Corporation." (d) "The Corporation" shall mean the Corporation of the Trustees of the Toronto General Hospital.

"The Board." (e) "The Board" shall mean the Board of Trustees of the Toronto General Hospital.

#### REPEAL OF PRESENT ACTS.

**Extent of  
repeal of  
present  
Acts.** 3. Any provisions contained in any former Act relating to the Toronto General Hospital which are inconsistent with this Act are repealed.

#### INCORPORATION AND ELECTION OF TRUSTEES.

**Election and  
appointment  
of 25 Trustees.** 4. Until the appointment and election of the Trustees under the provisions of this Act shall have been made and held, the Corporation shall continue as at present constituted, and thereafter twenty-five Trustees, eight of whom shall be appointed by the Lieutenant-Governor-in-Council, five by the Trustees of the University of Toronto, five by the Municipal Council of the Corporation of the City of Toronto, and of whom seven shall be elected by the subscribers (as herein-after provided), shall together be a body corporate by the name of "The Trustees of the Toronto General Hospital."

**Appointment  
of Trustees by  
City of  
Toronto—and  
term of office  
of.** 5. Within six months after the passing of this Act the said Municipal Council of the Corporation of the City of Toronto shall appoint five Trustees who shall hold office until the expiration of the year in which they are appointed and until others shall have been appointed in their places; and five shall be appointed annually thereafter in the month of January by the said Municipal Council and shall hold office during the remainder of the year in which they are appointed and until others shall have been appointed in their places.

**Appointment  
of Trustees by  
University of  
Toronto.** Within the time aforesaid the Trustees of the University of Toronto shall appoint two Trustees to hold office from the date of their appointment until the 31st of January, A.D. 1908, two to hold office from the date of their appointment until the 31st of January, A.D. 1909, and one to hold office from the date of his appointment until the 31st of January, A.D. 1910, and shall in the month of January, A.D. 1908, and in the month of January in each year thereafter, appoint Trustees in the place of those whose terms of office shall have

expired, to hold office for three years from the date of such expiration.

The Lieutenant-Governor-in-Council may within the said time appoint two Trustees to hold office from the date of their appointment until the 31st of January, A.D. 1908, three to hold office from the date of their appointment until the 31st of January, A.D. 1909, and three to hold office from the date of their appointment until the 31st of January, A.D. 1910, and may in the month of January, A.D. 1908, and in the month of January in each year thereafter, appoint Trustees in the place of those whose terms of office shall expire in that month, to hold office for three years from the date of such expiration.

And the subscribers shall within the said time, in the manner hereinafter provided, elect two Trustees to hold office from the date of their election until the 31st of January, A.D. 1908, two to hold office from the date of their election until the 31st January, A.D. 1909, and three to hold office from the date of their election until the 31st of January, A.D. 1910, and shall in the month of January, A.D. 1908, and in the month of January in each year thereafter, elect Trustees in the place of those whose terms of office shall expire in that month, to hold office for three years from the date of such expiration.

All Trustees whose terms of office shall have expired shall in all cases be eligible for reappointment or re-election as the case may be.

No one at the time being a member of the Hospital Staff shall be eligible for the position of Trustee, and if a member of the Board after his appointment or election accepts or occupies a position on the Hospital Staff, or goes to reside out of the Province, or becomes insane or otherwise incapable of acting as a member of the Board, he shall *ipso facto* vacate his office as a member of the Board, and a declaration of the existence of such vacancy entered upon the minutes of the Board shall be conclusive evidence thereof.

Should a vacancy arise from any cause in the Board of Trustees, such vacancy shall be filled by the body possessing power to appoint or elect under the provisions of this Act, and the person appointed or elected to fill such vacancy shall hold office for the remainder of the term of the Trustee whose place he fills.

At all meetings of the Board nine shall form a quorum.

#### ELECTION OF TRUSTEES BY SUBSCRIBERS.

6. A meeting of the subscribers shall be held within six months after the passing of this Act for the purpose of electing by subscribers, when to be held.

ing the Trustees to be elected by them under the provisions of this Act and thereafter on the second Tuesday of the month of January, in each and every year in which Trustees are to be elected by the subscribers; and in cases of elections to fill vacancies, at such time as the Trustees may by by-law or resolution appoint.

Place of  
election—  
Notice.

7. The said meetings shall be held at the Hospital at such hour as the Trustees shall by resolution appoint and the Secretary of the Trustees shall for 10 days at least prior to the holding of any such meeting give public notice thereof in two newspapers published daily in Toronto.

Who to preside  
—Secretary.

8. The Solicitor of the Trustees or in his absence a person elected by the meeting shall preside at such meeting as chairman, and shall call the meeting to order at the hour named in the notice, and the Secretary of the Trustees shall act as the secretary of the said meeting and shall produce and lay upon the table for public inspection a certified list of the subscribers with the amount of each individual subscription.

Mode of  
election.

9.—(1) Such election shall be by ballot taken by two or more scrutineers to be appointed by the chairman of the meeting, and each subscriber shall at such election be entitled to vote for Trustees, who must be residents of the Province of Ontario. Such vote may be given in person or by proxy under a power of attorney duly executed under the hand of the subscriber, provided that the said power shall be held by a subscriber entitled to vote at such election and shall be valid only for one year, and the persons for whom the largest number of votes shall then be given shall be the trustees elected.

Determining  
election by lot  
in case of tie  
vote.

(2) In case of an equality of votes between two or more persons which leaves the election of one or more Trustees undecided, then the scrutineers shall forthwith put into a ballot box a number of papers with the names of the candidates respectively having such equality of votes, written thereon, one for each candidate, and the chairman shall draw from the ballot box in the presence of the scrutineers one or more of the papers sufficient to make up the required number of Trustees, and the persons whose names are upon the papers so drawn shall be the Trustees elected.

#### POWERS OF TRUSTEES.

Powers of  
Trustees  
under present  
Acts con-  
tinued.

10. The Trustees shall have, hold, possess and enjoy all the rights, powers, and privileges which they now have, hold, possess or enjoy and shall have the usual powers and rights

of bodies corporate and shall have and hold every such parcel of land and premises as may have been heretofore granted by Letters Patent, or assigned or conveyed to, or vested in any former Trustees of the Hospital by any Act of the Legislature of the Provinces of Canada, Upper Canada or Ontario, or by any person or persons whomsoever, and every such parcel of land and premises as may have been devised to any former Trustees of the Hospital by any person or persons whomsoever or has become vested in any former Trustees of the Hospital in what manner soever; and shall and may be capable of receiving and taking from any person or persons or any body corporate or politic by grant, gift, devise or otherwise any lands or interest in lands or any goods, chattels or effects which any such person or persons or body corporate or politic may be desirous of giving, devising, granting or conveying to them for the use, support or purposes of the Hospital; and the Trustees shall have power to hold and take all lands subject to this Act for the purposes of the Hospital without license of mortmain; and all persons shall have full and unrestricted right and power to give, grant, devise and bequeath to the Hospital any lands and interest in lands or any goods, chattels or effects, any Act or law to the contrary notwithstanding, and no real estate or interest therein vested in the Trustees and used for hospital purposes shall be liable to be expropriated by any municipality, corporation or person for any purpose whatsoever without the consent of the Trustees.

The buildings and grounds of and attached to or otherwise *bona fide* used in connection with and for the purposes of the Hospital, so long as such buildings and grounds are actually used and occupied by the Hospital, and the personal property belonging to the Hospital, shall be exempt from all taxation.

All the rights and privileges belonging to and enjoyed by Crown lands under any statute limiting the time for bringing actions either by the Crown or against the Crown shall be deemed to belong to and be enjoyed by the lands vested in the Trustees from the time they were so vested.

11. The Trustees shall have power to sell, dispose of or mortgage any lot or parcel of land and premises vested in them (including the block of land at present occupied by the Hospital, and being that block bounded by Gerrard, Sumach, Spruce and Sackville Streets), upon such terms as to payment of purchase money as to them shall seem best; or to lease the same for any period of time not exceeding twenty-one years with right of further renewals forever, and

Taking and holding lands without license in mortmain.

Exemption of buildings and grounds from taxation.

Limitation of actions.

subject to such covenants, conditions, agreements, stipulations and provisoas as to them shall seem best. Provided, however, that those lands vested in the Trustees which are charged with certain debentures at present outstanding shall remain subject to such charge until the same are paid, but should the Trustees require the proceeds of any sales for current expenses such lands may, subject to the consent of the holders of the said debentures, be sold freed from the said debentures.

**Power to take lands for Hospital.** **12.—(1)** The Trustees shall have the right and they are hereby empowered to acquire, enter upon, take and use all necessary and convenient lands and buildings for the purposes of the Trustees, making compensation therefor to the owners, occupiers and other persons having an interest in the said lands and buildings and may pass by-laws for the said purpose.

**Application of provisions of 3 Edw. VII., c. 19.** **(2)** For the purposes of the preceding subsection the Trustees shall have all the powers conferred upon municipal corporations by *The Consolidated Municipal Act, 1903*, as to acquiring, entering upon, taking and using lands required for the use of such corporations, and, save as hereinafter provided, sections 437 to 467, both inclusive, shall *mutatis mutandis* apply to the Trustees and to the exercise by them of the powers hereby conferred, as if the Trustees had been named therein instead of any municipal corporation, and as if the Secretary of the Hospital had been named therein instead of the clerk of municipality.

**Certain streets may be closed and fee vested in Trustees.** **(3)** Should the Trustees under the powers by this Act conferred expropriate the block of land lying south of the southerly limit of College Street as originally laid out west of the westerly limit of Elizabeth Street north of the north-easterly limits of Hayter and Christopher Streets and east of the easterly limits of University Avenue (formerly University Street) or any portion thereof, then that portion of College Street which was formerly Avenue Street and those portions of Chestnut Place formerly Avenue Lane, Chestnut and Centre Streets, and of all public lanes lying within the said limits or within the limits of such portion as may be expropriated, shall be closed and the fee therein shall be vested in the Trustees.

**Third arbitration.** **(4)** Instead of the arbitrators appointed by or for the respective parties or the Court naming the third arbitrator, Frederick Montye Morson, of the City of Toronto, Esquire, shall be the third arbitrator in all arbitrations held under this Act in respect of any of the above lands, and in case of his being unable to act owing to death, illness or other dis-

ability or in case of his resignation, then such third arbitrator shall, if the parties cannot agree, be named by the Lieutenant-Governor-in-Council.

- (5) The Trustees may register any by-law passed for the purposes of subsection 1 of this section by depositing in the proper registry office, a copy of such by-law certified under the hands of the chairman and the secretary of the Trustees and authenticated by the seal of the Corporation, and the registration by them of such by-law shall vest the lands therein described in the Trustees; for such registration the registrar shall be entitled to fees upon the scale provided in paragraph 1 of section 118 of *The Registry Act*.

**13.—(1)** It shall be lawful for the Trustees and they are hereby authorized from time to time to borrow for the purposes of the Hospital such sum and sums of money as they may lawfully require for the purposes of the Hospital and to issue a debenture or debentures for the raising of such loan in such sum or sums at such rate of interest and for such period or periods as the Trustees may find expedient; provided always that no such debenture or debentures shall be issued for a longer period than forty years and that the interest thereon shall be payable yearly, half-yearly or quarterly, and provided further that the by-law authorizing the issue of such debenture or debentures shall first be laid before and approved by the Lieutenant-Governor-in-Council.

(2) Such debenture or debentures when so issued with the approval of the Lieutenant-Governor in Council may be secured by a mortgage to Trustees for the Debenture holders upon such of the real estate then held by the Trustees as may be then designated.

**14.** The Trustees by the name aforesaid shall have power to sue in any of the Courts of this Province having competent jurisdiction for any cause of action touching the property and rights of the Trustees and for any moneys due or payable to them or their predecessors for the purchase money or rents of any lands or buildings or on any account whatever, and to distrain for such rents when the same are in arrear and unpaid and to distrain for interest due upon any mortgage which may be held by the Trustees and to act in all matters touching the collection and control of the funds of the Trustees and the management and disposition of any property and lands belonging to the Trustees.

And the Trustees shall have power to invest in such securities as they may deem advisable, all moneys which may at any time come into their hands for the use and support

Registration  
of by-laws.

Borrowing  
powers of  
Trustees.

Mortgage to  
secure deben-  
tures.

Powers of  
Trustees as to  
suing for  
property, etc.

Powers as to  
investments.

of the Hospital which may not be required for the immediate expenditure of the Hospital, or may deposit the same in any chartered bank or financial institution of good standing, and generally and subject to the provisions of this Act the government, conduct, management and control of the Hospital and the property, revenues, business and affairs thereof shall be vested in the Trustees.

#### NEW HOSPITAL BUILDINGS.

*Erection of  
buildings, etc.,  
for Hospital.*

**15.** Without thereby limiting the general powers hereinbefore conferred, it is declared that the Trustees shall have power to erect, equip and maintain all buildings that may be required for the purposes of the Hospital upon such site or sites as to them or a majority of them shall appear best; and in the event of the Trustees abandoning the present Hospital site and building a new Hospital it shall be the duty of the Trustees in erecting new Hospital buildings upon another site to erect upon a portion of such site a building suitable in every respect for the purposes of a lying-in hospital and to establish, maintain and support the same in connection with the Hospital as part and parcel thereof upon the terms and conditions set forth in the resolutions of the Burnside Lying-in Hospital, and the Hospital authorizing the merger of the Burnside Lying-in Hospital in the Hospital, and such building shall be called and known by the name and designation of the "Burnside Lying-in Hospital"; provided that a section or wing of the Hospital building shall be deemed to be a building within the terms of this section.

*"Burnside  
lying-in  
Hospital."*

*"Andrew  
Mercer Eye  
and Ear Infir-  
mary."*

And a portion of the said new Hospital shall be set aside and shall be designated and known as "The Andrew Mercer Eye and Ear Infirmary."

#### EXECUTION OF DOCUMENTS.

*Execution of  
documents by  
corporation.*

**16.** All grants, conveyances, assignments, mortgages, statutory and other discharges of mortgage, leases, contracts, distress warrants and other documents requiring to be executed under seal, shall be sealed with the corporate seal of the Trustees and shall be signed by the Chairman or some person thereto authorized by resolution of the Trustees and countersigned by the Secretary, or some person thereto authorized by resolution of the Trustees, and all cheques, promissory notes and drafts shall be signed by the Chairman or some person thereto authorized by the Trustees and countersigned by the Secretary, or some person thereto authorized by resolution of the Trustees.

## BY-LAWS.

**17.** The Trustees shall have the power of appointment and removal of the Secretary and the Treasurer, the Medical and removal of officers and other Superintendents and their assistants and clerks staff. and of all other officers and servants of the Hospital employed in or about any of its premises, and may from time to time enact such by-laws and regulations for the general management of the Hospital and the trust and for fixing By-laws and all salaries and wages, and for regulating the composition of the Hospital staffs, their numbers, terms of office, privileges and duties; provided, always, that such by-laws or regulations shall be laid before the Lieutenant-Governor in Council within 30 days after the same shall have been so enacted as aforesaid, and shall come into force at the expiration of one month thereafter unless they shall have been disallowed by Order in Council within that time. Proviso.

## BENEFACTORS AND ANNUAL SUBSCRIBERS.

**18.** Every individual who shall up to the time of the passing of this Act have subscribed \$500 and upwards to the fund of the Hospital and every individual who shall after the passing of this Act subscribe \$1,000 and upwards shall be called a "Benefactor" of the Hospital, and it shall be the duty of the Trustees to erect a tablet in the principal entrance hall of the Hospital upon which shall be inscribed from time to time the names of the said Benefactors and the amounts severally subscribed by them, and such Benefactors shall also be Visitors of the Hospital. Who to be deemed a "benefactor."

**19.** Every individual who shall have subscribed \$100 or more to the fund of the Hospital in the year immediately preceding an election of subscribers' trustees at which he desires to vote shall be an "Annual Subscriber." Who to be deemed an "annual subscriber."

## MEDICAL STUDENTS.

**20.** The Trustees shall allow any medical student of the University of Toronto to visit the wards of the Hospital and attend them for the purpose of receiving instruction from the members of the Faculty of Medicine of the University of Toronto, upon the payment of such fees and under such regulations and restrictions as the Trustees shall by any by-law or resolution from time to time appoint. Provided, also, that the Lieutenant-Governor in Council may from time to time frame regulations and conditions under which the Trustees shall admit other students in medicine, including post-graduate students, to receive medical instruction from the said Faculty as hereinbefore provided. Right of students of medical schools to attend hospital.

## PAY PATIENTS.

Right of paying patients to attendance of their own physician.

**21.**—(1) The Trustees shall allow or permit all patients paying sufficient to cover all the cost to the Trustees of their maintenance and support while in the Hospital, the right of employing their own surgeon or physician, subject to the regulations of the Trustees.

(2) The words "paying their way" where they occur in the 7th section of By-law No. 4579 of the City of Toronto shall mean "paying sufficient to cover all the costs to the Trustees of their maintenance and support while in the Hospital," and the Hospital shall be the Hospital to which the grant is authorized to be made by the said by-law.

## CITY PATIENTS.

Patients sent from City of Toronto.

**22.** The Trustees shall afford accommodation as far as possible to patients sent into the Hospital on the order of the Corporation of the City of Toronto upon the payment to the Trustees of such rates as may from time to time be agreed upon, and subject to such regulations and restrictions as the Trustees may by by-law or resolution from time to time appoint.

## THE HOSPITAL STAFF.

Hospital staff.   **23.** The composition and number of the Hospital Staff, the terms of office, the duties and the privileges of the members thereof, shall remain as at present until altered by by-law or resolution of the Trustees.

41 VIC., CAP. 71, SECS. 8, 9 AND 10, REPEALED.

41 V., c. 71,  
ss. 8, 9, 10,  
repealed.

**24.** Sections 8, 9 and 10, of an Act passed in the 41st year of the reign of Her late Majesty Queen Victoria, chaptered 71, are repealed.

## STATEMENTS TO GOVERNMENT.

Additional returns to those required under Rev. Stat., c. 320.

**25.** In addition to the returns required by section 10 of *The Charity Aid Act*, the Trustees from time to time when required so to do by the Lieutenant-Governor in Council shall render an account in detail of all moneys received by them as such Trustees, specifying the sources from which the same shall have arisen or been received and the manner in which the same shall have been invested and expended, and all such particulars as may be necessary to show the state of the fund and endowment of the Hospital.

## ACT NOT TO CREATE NEW CORPORATION.

**26.** Nothing in this Act contained shall be construed as creating a new Corporation, but the Corporation constituted by this Act shall be held to be the same with that constituted by the former Acts of the Hospital, so that all actions or proceedings brought by or against the former Trustees and pending at the time of the passing of this Act shall be continued by and against the Trustees provided for by this Act, and all matters and things done by the said former Trustees shall be binding upon the Trustees hereby created until further or other provision may be made in respect thereof by the last mentioned Trustees in conformity with this Act.

Present  
Corporation  
continued.

## 6 Edw. VII. c. 170 (Dom).

## An Act to Incorporate the Toronto Terminals Railway Company.

[*Assented to 13th July, 1906.]*

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

**1.** Sir Thomas G. Shaughnessy, Charles M. Hayes, David McNicoll, Earl H. Fitzhugh, Francis H. McGuigan and James William Leonard, all of the City of Montreal, together with such persons as become shareholders in the company, are incorporated under the name of "The Toronto Terminals Railway Company," hereinafter called "the Company." Incorporation Corporate name.

**2.** The undertaking of the Company is declared to be a Declaratory work for the general advantage of Canada.

**3.** The persons named in section 1 of this Act shall be the provisional directors of the Company, and should any provisional director die or resign before the first election of directors, the vacancy may be filled by the remaining provisional directors.

**4.** The capital stock of the Company shall be two million dollars. No one call thereon shall exceed ten per cent. of the shares subscribed. Capital stock.

Head office.      5. The head office of the Company shall be in the City of Toronto.

Annual meeting.      6. The annual meeting of the shareholders shall be held on the second Tuesday in September.

Number of directors.      7. The number of directors shall be six, one or more of whom may be paid officers of the Company.

Executive committee of directors.      8. The directors may annually appoint from among themselves an executive committee composed of not more than three directors, for such purposes and with such duties as the directors determine by by-law, and the president of the Company shall be ex-officio a member of such committee.

Powers of Company Lands.      9. The Company may, for the purposes of its undertaking, acquire all lands or interests therein, rights and easements which the directors consider requisite or desirable, and may construct, provide, maintain and operate at the City of Toronto a union passenger station with such buildings, structures, tracks, sidings, connections, yards, equipment and appliances for the supply of heat, light, water and power, terminal and other facilities as are suitable or advantageous for the efficient, expeditious and economical handling and interchange of all passenger, express and mail traffic of such railway companies as desire to use the said station and facilities, or for the convenience and accommodation of all business usually appertaining to a terminal union passenger station, and may from time to time thereafter enlarge, improve, renew and increase such passenger station, buildings, structures, tracks, sidings, connections, yards, equipment and appliances and terminal and other facilities in such manner and to such extent as the business of the Company renders expedient, and in connection with its undertaking may erect, manage or control hotels, restaurants, offices, shops, storage and other rooms and conveniences and lease them or any portion thereof, and may, subject to the provisions of *The Railway Act, 1903*, enter into agreements with any telegraph or telephone company respecting the installation of its apparatus in the said station, the carrying on of the business of any such company therein and the payment of such rents, tolls and charges therefor as are from time to time fixed by the Company, and approved by the Governor in Council upon the report of the Board of Railway Commissioners for Canada, and may establish and operate for hire a service for the conveyance and transfer of passengers and baggage by means of omnibuses, cabs, or other road conveyances, and

Hotels, shops, storage, etc.     

Telegraphs and telephones.     

Transfer service.

may acquire, hold, guarantee, pledge and dispose of shares Shares  
in transfer  
company. in any company having for one of its objects the establishment or operation of such a service.

**10.** The Grand Trunk Railway Company of Canada is Grand Trunk  
Railway  
Company  
may convey  
Union Station  
property to  
the Company. hereby empowered to sell, assign, transfer and convey to the Company, upon such terms, conditions and for such considerations as are agreed upon between the directors of the said Company and the Company, the whole or any part of the property in the City of Toronto known as the Union Station property, together with all appurtenances thereto belonging or used in connection therewith, and also any and all right, title and interest of the said The Grand Trunk Railway Company of Canada in any and all lands heretofore or hereafter purchased, leased or otherwise acquired by the said Company for the purposes of the undertaking of the Company, including any lands or interests therein, rights and easements heretofore or hereafter acquired by The Grand Trunk Railway Company of Canada under and by virtue of the agreement between the Corporation of the City of Toronto and the said The Grand Trunk Railway Company of Canada, bearing date the twenty-second day of April, one thousand nine hundred and five, a copy of which is set out in schedule B to chapter 84 of the Statutes of 1905 of Ontario, or under the authority of an Order of the Board of Railway Commissioners for Canada, dated the twenty-third day of February, one thousand nine hundred and five, a copy of which is set out in the schedule to this Act, and any conveyance to the Company of the said lands or interest therein, rights and easements duly executed by The Grand Trunk Railway Company of Canada shall vest in the Company the right, title or estate of The Grand Trunk Railway Company of Canada in the lands, interests, rights or easements set out and described in such conveyance freed and discharged from all securities, charges and encumbrances, if any, of every kind and nature whatsoever, created or made a charge thereon by The Grand Trunk Railway Company of Canada, or to which the same may have become subject by virtue of the provisions of any Act affecting the said Company, passed prior to the execution of such conveyance.

**11.** The Canadian Pacific Railway Company is hereby empowered to sell, assign, transfer and convey to the Company, upon such terms and conditions and for such considerations as are agreed upon between the directors of the said Company and the Company, so much of any lands in the City of Canadian  
Pacific  
Railway  
Company  
may convey to  
the Company  
lands in City  
of Toronto. Toronto owned by The Canadian Pacific Railway Company, or such right, title or interest therein or thereto held or en-

joyed by the said Company as the directors of the Company deem it expedient and advisable to acquire for the purposes of the Company, and any conveyance to the Company of the said lands or any interest therein duly executed by The Canadian Pacific Railway Company shall vest in the Company the right, title or estate of The Canadian Pacific Railway Company in the lands or interests set out and described in such conveyance, freed and discharged from all securities, charges and encumbrances, if any, of every kind and nature whatsoever, created or made a charge thereon by The Canadian Pacific Railway Company or to which the same may have become subject by virtue of the provisions of any Act affecting the said Company passed prior to the execution of such conveyance.

Upon  
execution of  
conveyances  
Company to  
have powers  
and authority  
vested in  
Grand Trunk  
Company by  
Board of  
Railway Com-  
missioners.

**12.** Upon the due execution and delivery to the Company of the conveyances provided for in section 10 of this Act, the Company shall be vested with all the powers and authority conferred upon The Grand Trunk Railway Company of Canada by the said Order of the Board of Railway Commissioners for Canada, dated the twenty-third day of February, one thousand nine hundred and five, a copy of which is set out in the schedule to this Act, to the same extent as if the Company had been named therein instead of The Grand Trunk Railway Company of Canada.

2. The Company shall be subject to the terms and conditions of the said Order so far as they are applicable thereto, and shall be subject to such amending or other Order in respect of the said undertaking as the said Board may make, to the same extent as The Grand Trunk Railway Company of Canada would be subject thereto if the undertaking of the Company had been carried out and operated by the said Grand Trunk Railway Company of Canada.

Agreement  
between the  
Company  
and other  
companies.

**13.** The Grand Trunk Railway Company of Canada and The Canadian Pacific Railway Company are hereby respectively empowered to enter into agreements with the Company, and the Company may enter into agreements with the said Companies, or either of them, or with any other company in Canada so empowered, respecting the use of the whole or any part of the undertaking and property of the Company, upon and subject to such terms and conditions, and to the payment of such rental as will yield a fair and reasonable proportionate return upon all the outlay for and in respect of the Company's undertaking, and of such charges and compensation for services to be rendered by the Company, as may be determined and agreed upon between the

directors of the companies parties to such agreement, and any such agreements shall, upon being sanctioned and approved of by the Board of Railway Commissioners for Canada, be effective for the purposes therein set forth and binding upon the parties thereto.

To be  
sanctioned by  
Board of  
Railway  
Commissioners.

**14.** The Company may issue bonds, debentures or other securities to an amount not exceeding in the whole three million dollars, or the equivalent thereof in sterling money of Great Britain, and secure the same by a mortgage upon the whole or part of the property, assets and revenues of the Company. Any such bonds, debentures or other securities may be issued in whole or in part in the denomination of dollars or pounds sterling, and may be made payable both as currency of to principal and interest in Canada, the United States, or Europe.

Issue of  
securities.

**15.** The Grand Trunk Railway Company of Canada and The Canadian Pacific Railway Company are hereby respectively empowered to subscribe for, take and hold shares of the capital stock of the Company to the extent of one-half each of the total of such capital stock from time to time issued, and the said companies may from time to time jointly or severally, and upon such terms and conditions as the directors of the said Companies and the Company respectively agree upon, guarantee the payment of the principal and interest of any bonds, debentures or other securities which may from time to time be issued by the Company for the purposes of its undertaking.

Grand Trunk  
Company and  
Canadian  
Pacific  
Company  
may acquire  
stock of the  
Company and  
guarantee  
principal and  
interest of  
securities.

**16.** The Company may, subject to the sanction and approval thereof by the Governor in Council upon a report by the Board of Railway Commissioners for Canada, make all such by-laws, rules and regulations as the directors of the Company deem necessary and proper for the control, management, working and use of the said union passenger station and facilities appurtenant thereto and of any other premises and property of the Company, including the use thereof by the public, and for the regulation and control of all vehicular traffic to, from and at the said station.

By-laws and  
regulations  
and  
management  
of station.

**17.** *The Railway Act, 1903,* shall apply to the Company 1903, c. 58, to and its undertaking.

**18.** The construction of the said union passenger station and appurtenances shall be completed on or before the twenty-third day of February, one thousand nine hundred and eight, or such later date as may from time to time be determined and sanctioned by the Board of Railway Commissioners for Canada.

Time for  
construction  
limited.

## SCHEDULE.

## THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

Meeting at Ottawa, Thursday, the 23rd day of February,  
A.D. 1905.

Present:—A. C. Killam, K.C., Chief Commissioner; Hon. M. E. Bernier, P.C., N.P., LL.D., Deputy Chief Commissioner; James Mills, M.A., LL.D., Commissioner.

In the matter of the application of The Grand Trunk Railway Company of Canada, hereinafter called “the Applicant Company,” to the Board of Railway Commissioners for Canada, under the provisions of *The Railway Act, 1903*, for authority to take and expropriate certain lands additional to those they now occupy lying north of Esplanade Street, and between Yonge and York Streets, in the City of Toronto, in the Province of Ontario, and required for the purposes of the said Company.

This application having come on for hearing, upon notice to the several parties interested, on the following days, namely: The 26th day of May, the 22nd day of July, the 12th day of October, the 27th day of October, the 9th day of December, and the 22nd day of December, in the year 1904, and the 16th day of February in the year 1905, in the presence of the following parties or their Counsel: The Grand Trunk Railway Company of Canada; The Canadian Pacific Railway Company; The James Bay Railway Company; The Corporation of the City of Toronto; the W. W. Baldwin Estate; the Eckardt Company; A. R. Williams; Michael McLaughlin; the Land Security Company; the Dominion Transport Company; the Toronto General Trusts Company; the J. B. Smith Estate; the H. W. Petrie Co.; and the owners of the Walker House.

Upon hearing evidence and what was alleged by the said parties or their Counsel, and it appearing to the Board that the Applicant Company requires, at the City of Toronto, in the Province of Ontario, for the convenient accommodation of the public and the traffic on its railway, more ample space than it now possesses or may take under section 138 of *The Railway Act, 1903*, and that authority should be given to the Applicant Company to take the lands hereinafter mentioned for the purposes hereinafter mentioned and upon and subject to the conditions following:

Now therefore the Board of Railway Commissioners for Canada doth hereby order and direct subject to the terms, conditions, and stipulations hereinafter set forth, as follows:—

That the Applicant Company be and it is hereby authorized to take the following described lands as shown on the plan filed with the Board under number 13972, file number 588, and expropriate the same for the purposes hereinafter set forth, that is to say—

All the lands coloured pink on the said plan situate, lying, and being in the said City of Toronto, in the Province of Ontario, and being composed of all and singular those certain parcels or tracts of lands and premises described as follows:—

1. All and singular that certain parcel or tract of land and premises, in the City of Toronto, composed of part of water lot 38, registered plan 5A, and the lands adjoining the same to the north, particularly described as follows:—

Commencing on the southerly limit of Front Street, at a point distant 115 feet 7 inches, measured westerly thereon from the west limit of Yonge Street; thence southerly parallel with Yonge Street 160 feet, to the northerly limit of a lane 20 feet wide, leading from Yonge Street to Bay Street; thence westerly along that limit 29 feet; thence northerly parallel with Yonge Street 160 feet to the southerly limit of Front Street; thence easterly along that limit 28 feet 11 inches, to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

2. All and singular that certain parcel or tract of land and premises, in the City of Toronto, composed of part of water lot 38, registered plan 5A, and the lands adjoining the same to the north, particularly described as follows:—

Commencing on the southerly limit of Front Street at a point distant 144 feet 6 inches measured westerly thereon from the west limit of Yonge Street; thence southerly parallel with Yonge Street, 160 feet to the northerly limit of a lane 20 feet wide leading from Yonge Street to Bay Street; thence westerly along that limit 29 feet; thence northerly parallel with Yonge Street, 160 feet to the southerly limit of Front Street; thence easterly along that limit 28 feet 1 inch to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

3. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot No. 38, registered plan 5A, and lands adjoining the same to the north, particularly described as follows:—

Commencing on the southerly limit of Front Street at the intersection of the centre line of the division wall between warehouses numbers 11 and 13, said point being distant 172 feet 7 inches measured westerly along said limit of Front Street from the west limit of Yonge Street; thence southerly along said centre line of wall 160 feet to the north limit of a lane 20 feet wide; thence westerly along that limit 4 feet and 3 inches; thence northerly parallel with Yonge Street 160 feet to the south limit of Front Street; thence easterly along that limit 4 feet and 3 inches to the place of beginning.

4. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot 39Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street at a point distant 176 feet 10 inches measured southwesterly along said limit of Front Street from the west limit of Yonge Street; thence southerly parallel with Yonge Street, 163 feet to the north limit of a lane 20 feet wide (leading from Yonge Street to Bay Street); thence westerly along that limit 23 feet 5 inches to the intersection of the centre line of the division wall between warehouses Nos. 13 and 15; thence northerly along said centre line 163 feet to the southerly limit of Front Street; thence easterly along that limit 23 feet 5 inches to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

5. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot number 39Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street at the intersection of the centre line of the division wall between warehouses numbers 13 and 15, said point being distant 200 feet 4 inches measured westerly thereon from the west limit of Yonge Street; thence southerly along said centre line 163 feet to the north limit of a lane 20 feet wide (leading from Yonge Street to Bay Street); thence westerly along that limit, 26 feet 11 inches to the intersection of the centre line of the division wall between warehouses numbers 15 and 17;

thence northerly along said centre line 163 feet to the southerly limit of Front Street; thence easterly along that limit 26 feet 11 inches to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

6. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot No. 39Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street at the centre line of the division wall between houses Nos. 15 and 17, said point being distant 227 feet 3 inches measured westerly thereon from the west limit of Yonge Street; thence southerly along said centre line 163 feet to the north limit of a lane 20 feet wide (leading from Yonge Street to Bay Street); thence westerly along that limit 26 feet 11 inches to the intersection of the centre line of the division wall between warehouses Nos. 17 and 19; thence northerly along said centre line 163 feet to the southerly limit of Front Street; thence easterly along that limit 26 feet 11 inches to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

7. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot number 39Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street at the centre line of the division wall between warehouses numbers 17 and 19, said point being distant 254 feet 2 inches measured westerly thereon from the west limit of Yonge Street; thence southerly along said centre line, 163 feet to the northerly limit of a lane 20 feet wide (leading from Yonge Street to Bay Street); thence westerly along that limit 27 feet 5 inches to the intersection of the centre line of the division wall between warehouses numbers 19 and 21; thence northerly along said centre line 163 feet to the southerly limit of Front Street; thence easterly along that limit 27 feet 5 inches to the place of beginning: together with a right of way over the above mentioned lane in common with others entitled thereto.

8. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot 40Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street at the

intersection of the centre line of the division wall between warehouses numbers 21 and 23, said point being distant 295 feet 1 inch measured easterly along said limit of Front Street from the east limit of Bay Street; thence southerly along said centre line, 160 feet to the northerly limit of a lane 20 feet wide (leading from Yonge Street to Bay Street); thence easterly along said limit of lane 25 feet  $7\frac{1}{2}$  inches to the intersection of the centre line of the division wall between warehouses numbers 19 and 21; thence northerly along said centre line to the southerly limit of Front Street; thence westerly along that limit 25 feet  $9\frac{1}{4}$  inches to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

9. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot 40Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the south limit of Front Street at the intersection of the centre line of the division wall between warehouses numbers 25 and 27, said point being distant 244 feet  $5\frac{1}{2}$  inches measured easterly along said limit of Front Street from the east limit of Bay Street; thence southerly along said centre line, 160 feet to the north limit of a lane 20 feet wide (leading from Yonge Street to Bay Street) at a point distant 243 feet  $6\frac{1}{2}$  inches measured easterly thereon from the east limit of Bay Street; thence easterly along said limit of lane, 51 feet  $3\frac{1}{2}$  inches to the intersection of the centre line of the division wall between warehouses numbers 21 and 23; thence northerly along said centre line 160 feet to the south limit of Front Street; thence westerly along that limit 50 feet  $7\frac{3}{4}$  inches to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

10. All and singular that certain parcel or tract of land and premises in the City of Toronto, composed of part of water lot 40, registered plan 5A, and lands adjoining to the north, more particularly described as follows:—

Commencing on the south side of Front Street at the intersection of the production northerly of the west limit of said lot 40 as now defined by the centre line of the division wall between warehouses numbers 27 and 29, said point being distant 218 feet  $8\frac{1}{2}$  inches measured easterly along said limit of Front Street from the east limit of Bay Street; thence southerly along said centre line of wall 160 feet to the north limit of a lane 20 feet wide (leading from Yonge Street to

Bay Street) at a point thereon distant 217 feet 1 inch measured easterly from the east limit of Bay Street; thence easterly along said limit of lane, 26 feet 5½ inches to the intersection of the centre line of the division wall between warehouses Nos. 25 and 27; thence northerly along said centre line 160 feet to the south limit of Front Street; thence westerly along that limit 25 feet 9 inches to the place of beginning; together with a right of way over the above mentioned lane in common with others entitled thereto.

11. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of water lots numbers 39Q and 40Q, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street at the intersection of the production northerly of the division line between water lots numbers 40Q and 41P, as now defined by the centre line of the division wall between warehouses numbers 27 and 29, said point being distant 218 feet 8½ inches measured easterly along said limit of Front Street from the east limit of Bay Street; thence southerly along said centre line of wall and production southerly thereof 180 feet to the southerly limit of a lane 20 feet wide (leading from Yonge Street to Bay Street); thence easterly along that limit 208 feet to the intersection of the division line between water lots 38 and 39; thence northerly along that division line and production thereof, 183 feet to the southerly limit of Front Street; then westerly along that limit 206 feet 10 inches to the place of beginning.

12. All and singular that certain parcel or tract of lands and premises in the City of Toronto composed of part of the east half of water lot 41P, registered plan 5A, and lands adjoining the same to the north particularly described as follows:—

Commencing on the north limit of the Esplanade at the intersection of the division line between water lots numbers 40 and 41P; thence northerly along that division line and along the northerly production thereof to the south limit of Front Street; thence westerly along that limit 76 feet 9½ inches to the intersection of the production northerly of the division line between the east and west halves of said water lot 41P; thence southerly along that production and along that division line to the north limit of the Esplanade; thence easterly along that limit to the place of beginning.

13. 1. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of the

west half of water lot 41P, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the north limit of Esplanade at the intersection of the division line between water lots numbers 41P and 42; thence northerly along that division line and the northerly production thereof to the south limit of Front Street; thence easterly along that limit 76 feet 5½ inches to the intersection of the northerly production of the division line between the east and west halves of said water lot 41P; thence southerly along that production and along that division line to the north limit of the Esplanade; thence westerly along that limit to the place of beginning; excepting throughout the lane 20 feet wide which crosses the above described lands leading from Bay Street to Yonge Street.

2. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot 42, registered plan 5A, and lands adjoining to the north, more particularly described as follows: Commencing at the intersection of the south limit of Front Street with the east limit of Bay Street; thence southerly along said limit of Bay Street 90 feet; thence easterly at right angles to Bay Street 66 feet 10 inches to the centre line of the division wall between warehouses numbers 39 and 41; thence northerly along said centre line to the south limit of Front Street; thence westerly along that limit 66 feet more or less to the place of beginning.

3. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of part of water lot 42Q, registered plan 5A, and lands adjoining to the north, more particularly described as follows: Commencing at a point on the east limit of Bay Street distant 90 feet, measured southerly thereon from the south limit of Front Street; thence easterly at right angles to Bay Street 66 feet 10 inches to the centre line of the division wall between warehouses numbers 39 and 41; thence southerly along said centre line and along the easterly face of the building on the herein described premises, 106 feet to the south-east angle thereof; thence westerly along the southerly face of said building 66 feet 10 inches to the east limit of Bay Street; thence northerly along that limit 106 feet to the place of beginning.

14. All and singular those certain parcels or tracts of land and premises in the City of Toronto composed of—

1st. Of part of the west half of water lot number 41P, registered plan 5A, and lands adjoining the same to the north,

particularly described as follows: Commencing on the north limit of the Esplanade at the intersection of the division line between water lots numbers 41 and 42; thence northerly along that division line and the northerly production thereof to the south limit of Front Street; thence easterly along that limit 76 feet  $5\frac{1}{2}$  inches to the intersection of the northerly production of the division line between the east and west halves of said water lot 41P; thence southerly along that production and along that division line to the north limit of the Esplanade; thence westerly along that limit to the place of beginning:

2nd. Of part of water lot 42Q, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows: Commencing at the intersection of the south limit of Front Street with the east limit of Bay Street; thence easterly along said limit of Front Street 66 feet more or less to the production northerly of the division line between water lots numbers 41 and 42Q; thence southerly along that production and along that division line to the northerly limit of the Esplanade; thence westerly along that limit, 68 feet more or less to the east limit of Bay Street; thence northerly along that limit 398 feet 6 inches to the place of beginning.

15. All and singular that certain parcel or tract of land and premises in the City of Toronto, being composed of part of water lot No. 42Q, according to plan No. 5A, filed in the Registry Office for the Eastern Division of said City, more particularly described as follows: Commencing on the easterly limit of Bay Street at a point distant 196 feet measured southerly thereon from the south limit of Front Street; thence easterly at the right angles to Bay Street, 66 feet more or less to the easterly limit of said lot No. 42Q; thence southerly along that limit to the northerly limit of Esplanade Street; thence westerly along that limit, 68 feet more or less to the easterly limit of Bay Street; thence northerly along that limit, 202 feet more or less to the place of beginning.

16. All and singular that certain parcel or tract of land and premises in the City of Toronto composed of lots numbers 1 to 14, both inclusive, and Block A, together with the lanes as shown on registered plan number 162E, particularly described as follows: Bounded on the north by the south limit of Front Street, on the east by the west limit of Bay Street, on the south by the north limit of the Esplanade, and on the west by the division line between water lots numbers 46 and 47, registered plan 5A, and the production northerly thereof.

17. All and singular that certain parcel or tract of land and premises in the City of Toronto being composed of lots numbers 8 and 9 on the south side of Front Street, according to registered plan number 162E, having a total frontage of 74 feet 4 $\frac{1}{4}$  inches by a depth of 150 feet to a lane.

18. All and singular those certain parcels and tracts of land and premises in the City of Toronto being composed of,—

1st. Lots numbers 1 to 7, both inclusive, according to registered plan number 162E, together with parts of certain lanes adjoining the same, more particularly described as follows: Commencing at the south-easterly angle of said lot number 1, being at the intersection of the northerly limit of Esplanade Street with the westerly limit of Bay Street; thence northerly along that limit to the north-easterly angle of said lot number 7; thence westerly along the northerly limit of said lot and production thereof to the westerly limit of the lane shown in rear of said lots; thence southerly along said westerly limit of lane to the northerly limit of Esplanade Street; thence easterly along that limit to the place of beginning.

2nd. Lots 10 to 14, both inclusive, according to registered plan number 162E, together with parts of certain lanes adjoining the same, particularly described as follows: Commencing at the north-easterly angle of said lot number 10; thence southerly along the limit between lots numbers 9 and 10 to the north limit of a lane; thence easterly along that limit to the west limit of Bay Street; thence southerly along that limit to the north-east angle of lot number 7, according to said plan; thence westerly along the northerly limit of said lot and production thereof to the westerly limit of the lane in rear of said lot number 7; thence northerly along said limit of lane to the southerly limit of the lane in rear of the lots fronting on Front Street; thence westerly along that limit to the westerly limit of said lane; thence northerly along that limit and along the westerly limit of lot 14 aforesaid to the south limit of Front Street; thence easterly along that limit to the place of beginning.

19. All and singular that certain parcel or tract of land and premises, being composed of Block A on the north side of Esplanade Street, in the City of Toronto, according to registered plan number 162E.

20. All and singular that certain parcel or tract of land and premises in the City of Toronto, composed of part of

water lot number 47, registered plan number 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the southerly limit of Front Street, at the intersection of the east limit of Lorne Street; thence easterly along that limit of Front Street 101 feet to the intersection of the production northerly of the division line between water lots numbers 46 and 47 on said plan; thence southerly along that production and along that division line to the north limit of the Esplanade; thence westerly along that limit 101 feet to the east limit of Lorne Street; thence northerly along that limit to the place of beginning.

21. All and singular that certain parcel or tract of land and premises in the City of Toronto, being composed of part of the lands lying between the south side of Front Street and the top of the bank to the north of water lot number 48, registered plan 5A, more particularly described as follows:—

Commencing at the intersection of the south limit of Front Street with the west limit of Lorne Street; thence southerly along the west limit of Lorne Street 175 feet; thence westerly parallel with Front Street 36 feet 3 inches; thence northerly parallel with Lorne Street 175 feet to the south limit of Front Street; thence easterly along that limit 36 feet 3 inches to the place of beginning.

22. All and singular that certain parcel or tract of land and premises in the City of Toronto, composed of part of water lot number 49, registered plan 5A, and lands adjoining the same to the north, more particularly described as follows:—

Commencing on the south limit of Front Street at the intersection of the production northerly of the division line between water lots numbers 48 and 49, registered plan 5A, said point being distant 90 feet measured westerly along that limit from the west limit of Lorne Street; thence southerly along that production and along that division line 398 feet 6 inches to the intersection of the north-easterly limit of York Street as diverted by City By-law No. 3113; thence north-westerly along that limit to the intersection of the division line between water lots numbers 49 and 50, registered plan 5A; thence northerly along that division line and production thereof to the south limit of Front Street; thence easterly along that limit 73 feet to the place of beginning.

23. All and singular those certain parcels or tracts of land and premises in the City of Toronto, being composed of parts

of water lot number 48, according to plan 5A, filed in the Registry Office for the Eastern Division of the said City, and of the land adjoining the same to the north, more particularly described as follows, that is to say:—

1st. Commencing at the intersection of the north limit of Esplanade Street with the west limit of Lorne Street as widened; thence northerly along that limit to a point thereon distant 175 feet measured southerly thereon from the south limit of Front Street: thence westerly parallel with Front Street 91 feet more or less to the west limit of said lot number 48: thence southerly along that limit to the north-easterly limit of York Street diversion; thence south-easterly along that limit to the north limit of Esplanade Street; thence easterly along that limit, 33 feet more or less to the place of beginning.

2nd. Commencing on the south limit of Front Street at a point distant 36 feet 3 inches measured westerly thereon from the west limit of Lorne Street; thence southerly parallel with Lorne Street, 175 feet; thence westerly parallel with Front Street 53 feet 9 inches to the division line between water lots numbers 48 and 49, registered plan 5A; thence northerly along that division line and production thereof 175 feet to the south limit of Front Street; thence easterly along that limit 53 feet 9 inches to the place of beginning; together with a right of way over a lane 12 feet wide, leading easterly to Lorne Street from the south-easterly corner of the above described lands.

23. All and singular that certain parcel or tract of land and premises in the City of Toronto, being composed of parts of water lots numbers 50 and 51 according to plan number 5A, filed in the Registry Office for the Eastern Division of said City and parts of the land known as the Walks and Gardens property lying to the northward thereof, more particularly described as follows: being all that part of said lots bounded as follows:—

On the west by part of the east limit of York Street; on the south by part of the north-easterly limit of York Street diversion; on the east by part of the easterly limit of said lot number fifty (50) and production northerly thereof; and on the north by part of the southerly limit of Front Street.

Saving out of the said above described parcels, and each of the same, so much thereof as is used and enjoyed as a public highway.

2. That the lands taken are to be used only as a passenger

station and passenger station yards therefor, and for such purposes as are necessarily or usually connected therewith.

3. That, subject to the provisions of this order, the above described lands and any buildings and constructions erected or placed thereon shall be a union passenger station, and shall be available for use by all steam railways which now enter the said city, or may hereafter do so; the terms and conditions of such use shall be agreed upon, settled and adjusted in the usual manner, and upon reasonable and customary terms, by the several railway companies interested, subject to the approval of the Board, and to be revised and amended from time to time as occasion may require; and in case of the railway companies failing to agree upon the said terms and conditions or revisions thereof, the same shall be determined by Order of the Board.

4. That there shall be expended by the Applicant Company on the buildings of the said station and the appurtenances to be placed on the said lands, the sum of at least one million dollars, and that the construction thereof shall be commenced within one year and be completed within three years from the date hereof, or within such further period as may be sanctioned by the Board.

5. That the said station buildings and appurtenances shall be located and constructed in accordance with plans to be agreed upon by the railway companies interested, and approved by the Board. In case the companies cannot agree, the points in dispute shall be determined by the Board. The said plans and the stations and other buildings to be erected on the said lands shall comply with the by-laws of the said City in that behalf; and in case the existing by-laws are amended, and the Company or companies do not wish to comply with the provisions of such amendments, any dispute arising therefrom shall be referred to and determined by the Board.

6. That the Applicant Company make provision in the present Union Station and yards, in the City of Toronto, for the passenger trains and traffic of the James Bay Railway Company, as soon as the said Company requires the use thereof, and until the proposed New Union Station hereby authorized is completed and ready for use,—which provision and accommodation shall be paid for by the James Bay Railway Company on such terms as may be agreed upon between it and the Applicant Company; and in case the interested companies cannot agree on the amount to be paid or on other terms or conditions, the points in dispute shall be settled by order of the Board.

7. That the Applicant Company shall, if thereto required, by notice in writing given to it by or on behalf of any owner of or party interested in any of the said lands at any time before the appointment of an arbitrator or the last of the arbitrators to be appointed under *The Railway Act, 1903*, to ascertain the amount of the compensation to be paid for any such land or interest thereon, pay to such owner or party interested compensation to be ascertained, fixed and awarded with reference to and as of the date of the first receipt by such owner or party interested, or the predecessor in title or interest of such owner or party, of notice of intention to take the land of such owner, or in which such party is interested, or of the proposed application to this Board for authority to take the same, together with interest thereon at the rate of 5 per cent. per annum from that date until payment; and the Applicant Company shall allow the arbitrator or arbitrators who may be appointed to ascertain such compensation, to ascertain, fix and award the same with reference to and as of the date aforesaid, instead of with reference to date otherwise provided for by *The Railway Act, 1903*; provided that in the case of any owner or party interested in any of such lands, who has been in receipt of rent for or in the beneficial occupation and use of any part of such lands at any time since the receipt of such first notice as aforesaid, compensation shall be ascertained and paid for such part only with reference to the date fixed for the purpose by the said Act and to the amount by said Act required.

8. That the Applicant Company, for the purpose of access to, egress from and the use of the said lands, station, and appurtenances by it and any other railway companies shall be and it is hereby allowed, authorized and empowered to carry, place, operate and use upon and across the following streets and highways, in the City of Toronto, that is to say:—

York Street, York Street Diversion, Bay Street, Lorne Street and Esplanade Street, such sets and numbers of tracks of its said railway, and in such manner and according to such plans and upon such terms and conditions as this Board shall from time to time authorize and prescribe, but at all times conformably to *The Railway Act, 1903*, and any amendments thereof.

9. That upon such street or highway, or portion thereof, being lawfully closed and ceasing to be a highway, such Applicant Company shall be and it is hereby authorized to take or acquire the lands forming the soil of so much thereof as shall be closed and have ceased to be a highway, the compen-

sation, if not settled by agreement, to be ascertained with reference to the date fixed by *The Railway Act, 1903*, and to the amount required by said Act.

10. If that portion of Bay Street, south of Front Street, and shown in brown on the said plan, be closed and cease to be a highway, provision shall be made at or near Bay Street, at the cost of the Applicant Company, for access from Front Street and Lake Street, and vice versa, by a bridge or other safe and reasonable means above track level, for the use of foot passengers; and the plans and specifications for the said provisions shall first be submitted to the Board for inspection and approval.

11. The Applicant Company shall, within three months from the date hereof, proceed to remove the debris resulting from the fire on the land within the area covered by the application, and push to completion, as soon as possible, the work of removing all rubbish and waste materials from the said areas, provided that in case of the Applicant Company being unable to obtain possession of any such lands for the purpose, this time may be extended by the Board as to any part of said land.

12. The Applicant Company, in accepting this Order for expropriation, is understood and deemed to have agreed that the said shall be acquired, and the said work shall be undertaken and prosecuted to completion, without undue or unnecessary delay, and in accordance with and subject to the terms of this Order and the direction of the Board.

13. Unless the Applicant Company notify the Board of its acceptance of this Order on or before the tenth day of March, 1905, the said application shall be forthwith dismissed.

14. All questions as to the closing or acquisition of Station Street or the placing of railway tracks thereon, and the terms and conditions thereof, are hereby reserved to be settled by agreement between the Applicant Company and the City of Toronto, or by further Order of the Board.

15. The costs of the said application, in the event of its dismissal, are reserved to be subsequently disposed of by Order of the Board.

A. C. KILLAM,  
*Chief Commissioner,*  
*Board of Railway Commissioners for Canada.*

Board of Railway Commissioners  
for Canada.

6 Edw. VII. c. 142 (Ont.)

## An Act respecting Trinity Church, Toronto.

[Assented to 14th May, 1906.]

\* \* \* \* \*

Trusts upon  
which lands  
held.

2.—(1) It is declared that the lands which by the Act passed in the 51st year of the reign of Her late Majesty Queen Victoria and chaptered 90, were vested in the Rector and Churchwardens of the said Church, were so vested upon the trusts and for the purposes set out in the preamble of the said Act, and that the said lands, except those parts thereof which have been sold, and except the parts of said lands south of the limit defined in subsection 2 hereof, and those parts mentioned in subsection 3, are now vested in the Corporation hereby created upon the same trusts and for the same purposes so far as such trusts and purposes continue to be applicable to the said Church, subject, however, to the provisions of subsections 2 and 3 hereof, and also subject to the leases mentioned in section 9 hereof and to the debentures mentioned in section 10 hereof.

Southerly  
boundary of  
certain lands.

(2) It is further declared that the true southerly limit of that part of the land intended to be described in the preamble of the said Act lying to the east of Erin Street consists of a line commencing at a point in the easterly limit of Erin Street at a distance of 111 feet and 7 inches measured along the line of said easterly limit from the northerly limit of Front Street, being the point at which said easterly limit is intersected by the westerly production of the northerly face of certain frame buildings which have for a period of 30 years and upwards formed the existing southerly limit of Lot 12 shown on Registered Plan D 12, and thence easterly along the said face of the said buildings and along the line of a fence to and along the northerly face of an old frame dwelling house now known as city number 80 Trinity Street, and along the easterly production thereof, being along the said existing boundary in all a distance of 132 feet more or less to the westerly limit of Trinity Street, being at a point distant 113 feet from the northerly limit of Front Street measured along the said westerly limit of Trinity Street.

Certain road-  
ways declared  
to be public  
highways.

(3) It is further declared that the roadways shown upon the plan of said lands registered as Plan D 12 and therein described as Erin Street and Derby Street, except that part of said Derby Street lying to the east of the easterly limit of said Erin Street and shown as closed upon the amended

plan of the said lands registered as Plan 263 E, notwithstanding any description of said roadways appearing upon said Plan 263 E, have become and are public highways, and it is further declared that those parcels of land now used in connection with said roadways, being parts of lots 9 and 10 shown on said Plan D 12, and parts of lots 16, 17, 18 and 19 shown on registered Plan 122, and part of the lane shown on said Plan 122, and together described as follows: Commencing at the point in the easterly limit of Parliament Street at which the same is intersected by the westerly production of the line of the most northerly face of the brick building now standing at the north-easterly corner of Front and Parliament Streets, the said point being the north-westernly angle of Lot 1 shown upon registered Plan 122, and being distant 88 feet measured northerly along the easterly limit of Parliament Street from the northerly limit of Front Street, thence north seventy-four degrees and three minutes east along said production of said line of the most northerly face of said brick building 170 feet seven and a half inches, thence north seventy-three degrees and thirty-two minutes east along a fence and along the line of the northern face of a building, being the line of the northerly limits of lots 7 to 16, inclusive, shown on the said Plan 122 as the same are now occupied 220 feet seven and a half inches to the westerly limit of the continuation of Erin Street as the same is at present used, thence south thirty-eight degrees and forty-eight minutes east along said westerly limit of the continuation of Erin Street ninety-seven feet six and a half inches to the northerly limit of Front Street, thence north seventy-four degrees east along the northerly limit of Front Street twenty-two feet three inches to the easterly limit of the continuation of Erin Street as the same is at present used, thence north thirty-seven degrees and fifteen minutes west along said easterly limit of the continuation of Erin Street, as the same is at present used, 111 feet seven inches to a point in the easterly limit of Erin Street as shown on said Plan D 12, thence south seventy-three degrees and thirty-two minutes west on a line parallel with said line of the northerly limit of lots shown upon said Plan 122 as the same are now occupied and distant fourteen feet measured northerly at right angles therefrom, 271 feet, thence north fifteen degrees forty minutes west parallel with the easterly limit of Parliament Street four feet, thence south seventy-four degrees and three minutes west one hundred and forty feet to the easterly limit of Parliament Street, thence south fifteen degrees and forty minutes east along the easterly limit of Parliament Street eighteen feet to the point of commencement, have become and

are public highways, and are as such vested in the Corporation of the City of Toronto.

\* \* \* \* \*

Corporation  
empowered to  
take over fund  
from City of  
Toronto.

**12.** The Corporation shall have power to take over the fund, amounting to \$2,522.60, now held by the Municipality of the City of Toronto, being the amount of damages arising from the taking of certain lands which had been held by the Incumbent of the said Church for the endowment of the said Church under section 16 of *The Church Temporalities Act*, for the widening of Pape Avenue in the said City, and now held by the said municipality under section 444 of *The Municipal Act*, and the Municipal Corporation of the City of Toronto is hereby authorized and empowered to transfer and pay over the said fund, together with three months' interest thereon in advance as agreed, to the Corporation. The said fund shall be used by the Corporation exclusively for the purposes for which they are authorized to borrow money on debentures under the provisions of this Act, and the Incumbent of the said Church for the time being shall be entitled to receive from the Corporation interest on the said fund at the rate of five per cent. per annum, payable half yearly, from the date at which the said fund is paid over to the Corporation, which said fund of \$2,522.60 and interest thereon at the rate aforesaid shall be a charge upon the property of the Corporation in favour of the said Incumbent for the time being as valid and effectual as if payable under a debenture issued under the provisions aforesaid.

Reference to  
Act to be  
marked by  
Registrar on  
certain plans.

**13.** The Registrar of Deeds for the Eastern Division of the City of Toronto shall, forthwith after the passing of this Act, mark in red ink upon each of the plans registered in the Registry Office for the said Division as Plan D 12, Plan 122, and Plan 263 E, a reference to this Act; and shall also with red ink upon said Plan 263 E mark as struck out the word "private" before the word "roadways" in the title of said Plan and in the owners' certificate thereon endorsed and the word "Lane" after each of the words "Derby" and "Erin," and for the said word "Lane" shall in each case substitute the word "Street."

**5 Edw. VII. c. 37 (Ont.)**

**An Act respecting the University of Toronto.**

[*Assented to 25th May, 1905.*]

\* \* \* \* \*

**11.** The Council of the City of Toronto may pass a by-law or by-laws for making grants, not exceeding \$200,000 in all, to aid in purchasing a site for the Provincial Hospital in this Act mentioned, and for creating a debt therefor, and for the issue of debentures for the amount of such debt, and no such by-law shall require the assent of the ratepayers of the municipality before the final passing thereof. Any debentures issued under the authority of this section shall be made payable in forty years at furthest from the time or times when the same are issued.

**6 Edw. VII. c. 55 (Ont.)**

**An Act respecting the University of Toronto and University College.**

[*Assented to 14th May, 1906.*]

**H**IS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

\* \* \* \* \*

**14.** The real property demised to the Corporation of the Queen's Park. City of Toronto for the purpose of a park under the authority of section 66 of chapter 62 of The Consolidated Statutes of Upper Canada shall, so long as the lease thereof remains in force, form part of the City of Toronto, and the residue of the real property adjacent to the said park which is vested in the Board shall be subject to the police regulations of the said Corporation and the Council thereof, and except as herein otherwise provided to the by-laws thereof. 1 Edw. VII., c. 41, s. 42. *Amended.*

**15.** All real property which is now or which hereafter shall be vested in the Board shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have Application of statute of limitations as to property.

been and to be real property vested in the Crown for the public uses of the Province. 2 Edw. VII., c. 43, s. 2. *Amended.*

~~Former dedication to University not to affect status of lands as Crown lands.~~ **16.** It is hereby declared that the dedication heretofore

the purposes of the University and University College or either of them has not taken away from such real property any rights or privileges which it enjoyed as Crown lands or prejudicially affected the same, but that all such rights and privileges remain in full force and effect. 1 Edw. VII., c. 41, s. 6 (c), *in part. Amended.*

~~Lands vested in Board not liable to expropriation.~~

**17.—(1)** The real property vested in the Board shall not be liable to be entered upon, used or taken by any municipal or other corporation or by any person possessing the right of taking lands compulsorily for any purpose whatsoever; and no power to appropriate real property hereafter conferred shall extend to such real property unless in the Act conferring the power it is made in express terms to apply to such real property. 1 Edw. VII., c. 41, s. 6 (c), *in part. Amended.*

(2) The provisions of subsection 1 shall apply to real property owned by or vested in any university or college federated with the University. (*New.*)

~~Exemption of property from taxation.~~

**18.—(1)** The property real and personal vested in the Board shall not be liable to taxation for provincial, municipal or school purposes, but shall be exempt from every description of taxation; provided, always, that except as mentioned in subsection 2 the interest of every lessee and occupant of real property vested in the Board shall be liable to taxation.

(2) The liability to taxation of the interest of a lessee or occupant mentioned in this section shall not extend to the interest of a lessee or occupant being a member of the teaching staff or an officer or servant of the University or of University College, who, or being an association of undergraduates or an incorporated society of undergraduates or of graduates and undergraduates, which is the lessee or occupant of any part of the property commonly known as the University Park, composed of the north halves of Park lots numbers eleven, twelve and thirteen in the first concession from the bay, in the Township of York (now in the City of Toronto), and including that part of park lot number fourteen in the said first concession, described in a certain conveyance

to Her late Majesty Queen Victoria, registered as number 8654R in the Registry Office of the Eastern Division of the City of Toronto, but the interest of every such lessee or occupant shall be exempt from taxation. 2 Edw. VII., c. 43, s. 3. *Amended.* 4 Edw. VII., c. 35, s. 3, *in part.*

(3) Those parts of the lots mentioned in subsection 2 which are now or hereafter may be owned, leased or occupied by any federated university or federated college for the purposes of such university or college shall also be exempt from taxation in the same way and to the same extent as the real property vested in the Board is by subsection 1 exempted from taxation. (*New.*)

\* \* \* \* \*

**7 Edw. VII. c. 54.**

**An Act respecting a Certain Agreement between the University of Toronto and the Corporation of the City of Toronto.**

[*Assented to 20th April, 1907*]

**H**IS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. Subject to the provisions of section 2 of this Act, *Settlement of disputes between City and University.* every dispute as to any of the matters mentioned in paragraph 2 or in clause 1 of paragraph 9 of the agreement, set forth in the Schedule to the Act passed in the fifty-second year of the reign of Her late Majesty Queen Victoria, Chaptered 53, and intituled *An Act validating a certain Agreement between the University of Toronto and the Corporation of the City of Toronto*, shall be settled by arbitration in manner provided by *The Arbitration Act*, instead of in the manner provided by the said paragraphs, and except as provided by section 2 of this Act, the proceedings in and in relation to any arbitration under the provisions of the said paragraphs shall be had and taken in accordance with and be covered by the provisions of *The Arbitration Act*.

2. The provisions of sections 4 to 11 inclusive of *The Municipal Arbitrations Act* shall apply mutatis mutandis to every such arbitration and to every award made thereon: Rev. Stat., c. 227, ss. 4-11, to apply.

Construction  
of provisions  
of agreement  
as to arbitration.

3. Paragraph 2 and clause 1 of paragraph 9 of the said agreement shall be read as if the provision for arbitration therein contained had been that which is prescribed by this Act.

4. The reference shall be to a single arbitrator if the parties so agree, and if they do not, then to three arbitrators, one to be chosen by each of the parties, and the third by the two arbitrators so chosen, and the award may be made by a majority of the arbitrators.

8 Edw. VII. c. 117 (Dom.)

An Act respecting the Hamilton Radial Electric Railway Company.

[Assented to 16th June, 1908.]

Preamble.  
Ont.  
1894, c. 88;  
1895, c. 101;  
1896, c. 103;  
1900, c. 112;  
1904, c. 77.

WHEREAS the Hamilton Radial Electric Railway Company has by its petition represented that it was incorporated by chapter 88 of the statutes of 1894 of Ontario, whereby, and by subsequent amendments of the said Act, the said company was authorized to construct various lines of railway from the city of Hamilton to different places in the province of Ontario as in the said Act and amendments set forth; and whereas doubts have been raised whether, under and by virtue of the provisions of sections 306 and 307 of *The Railway Act of 1888*, and sections 91 and 92 of *The British North America Act, 1867*, the railway of the said Company on crossing the line of the Grand Trunk Railway Company at Burlington in the year 1897 became and has since been subject to the exclusive legislative authority of the Parliament of Canada; and whereas applications have been made to the Legislative Assembly of Ontario for Acts extending the time for constructing the said company's lines of railway, and such Acts have been passed; and whereas the said company has by its petition asked for authority to carry out certain extensions and works beyond Provincial jurisdiction; and whereas it is advisable that all questions as to jurisdiction should be set at rest, and that the said company should be enabled to carry out its various enterprises; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

**1.** In this Act the expression "the Company" means the body politic and corporate created by chapter 88 of the statutes of Ontario, 1894, and continued by the said amendments thereof; and for the removal of all doubts the lines of railway which the Company is empowered to construct are hereby declared to be works for the general advantage of Canada.

**2.** Nothing in this Act, or in *The Railway Act*, shall invalidate any action heretofore taken by the Company pursuant to powers contained in the Acts mentioned in the preamble, and the powers and privileges granted by the said Acts are hereby confirmed, subject to the conditions and obligations imposed by the said Acts: Provided that hereafter *The Railway Act* shall apply to the Company and the said railway to the exclusion of any of the provisions of the said Acts mentioned in the preamble which are inconsistent herewith and in lieu of any general Railway Act of the province of Ontario.

**3.** The Company may lay out, construct and operate the lines of railway referred to in this Act; and if the construction of the said lines of railway is not commenced, and fifteen per cent. of the amount of the capital stock of the Company is not expended thereon, within two years of the passing of this Act, or if the said lines of railway are not completed and put in operation within five years of the passing of this Act, then the powers of construction granted to the Company shall cease and be null and void as respects so much of the said lines of railway as then remains uncompleted.

**4.** The Company may lay out, construct and operate an extension of its heretofore authorized lines of railway from the town of Oakville, in the county of Halton, to some point within the limits of the city of Toronto, in the county of York; but it shall not construct its railway, or any extension thereof, along any highway or public place within the limits of the county of York or the city of Toronto, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed on with such municipality: Provided, however, that if the Company wishes to construct its railway through or across High Park (one

## As to High Park.

of the public places or parks of the city of Toronto), it may construct it along the south limit of the said park, north of and parallel with and contiguous to the right of way of the Grand Trunk Railway Company of Canada, or along such other location near thereto as may be agreed upon between the Company and the Council of the said city; such railway to be constructed and kept, from time to time, at the same elevation as the tracks of the said Grand Trunk Railway Company; the Company to make compensation to the city according to the provisions of The Railway Act for lands taken or injuriously affected; and the Company to make safe and suitable provision for crossing the roads entering, or in the said park, by means of bridges or under-crossings to be constructed at such places and according to such plans, and at such elevations, as may be approved by the engineer for the time being of the said city, or such engineer as may be appointed for that purpose.

## Crossings in Toronto.

2. Unless with the consent of the council of the city of Toronto, expressed by by-law, the railway of the Company shall not be constructed across any highway in the said city east of Roncesvalles Avenue, except by a subway underneath, or by a bridge over, such highway.

## Stopping places in Toronto.

3. The Company shall not, without the consent of the council of the said city expressed by by-law, receive or discharge passengers at more than two points (to be approved by the said council) between its terminal in the said city and the present westerly limit of the said city; and, if hereafter extended easterly, the Company shall not, without the like consent, receive or discharge passengers at more than two points (to be approved by the said council) between the said terminal and the present easterly limit of the said city.

## Branch lines.

5. The Company may lay out, construct and operate the following branch lines:—

(a) From the city of Hamilton, running through the city of St. Catharines, to some point on the Niagara River between Niagara Falls and Fort Erie, with a bridge over the Niagara River in connection with the Company's line of railway, or instead of constructing such bridge the Company may enter into an agreement or agreements for running rights over any bridge across said river already or hereafter constructed;

(b) From the city of Brantford to a point on the Detroit River at or near Windsor, running through the counties of Brant, Oxford, Elgin, Kent and Essex and through or near the cities of Woodstock and St. Thomas and the city

of Chatham; and in connection with such branch the Company may construct, maintain and operate ferries across the Detroit River;

(c) Suburban lines of railway within the limits of the county of Wentworth, but not within the limits of the city of Hamilton, save as hereinafter set forth: Provided, however, that the Company may construct a line on private right of way connecting with the present line at a point south of Cannon Street between Cannon and Wilson Streets and running easterly to the city limits:

Provided further that the Company, having at the request of the city agreed to abandon its proposed freight switch line running south-westerly through private property from near the intersection of Cannon Street and Birch Avenue to the Company's property on the south side of Wilson Street between Sanford avenue and Wentworth Street, and the city consenting hereto, the Company may use its line of railway for ordinary freight traffic from the point where it runs upon Wilson Street between Birch and Stirton Avenues westerly to the said property of the Company or that portion thereof on which it is intended by the Company to establish a freight warehouse between Sanford Avenue and Wentworth Street.

2. Save as aforesaid, nothing in this Act shall empower the Company to lay out or construct any railway track upon, along, under, over or across any highway in the city of Hamilton without the consent of the Council of the said city expressed by by-law.

3. Within the limits of the county of Wentworth and of the city of Hamilton steam may be used for the purpose of constructing the said railway, but shall not be used as motive power for its operation.

4. Instead of constructing the line of railway authorized by paragraph (b) of sub-section 1 of this section, the Company may construct a line of railway from the city of Brantford to the city of London, and, subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into an agreement or agreements with the Windsor, Chatham and London Railway Company and the Windsor, Essex and Lake Shore Rapid Railway Company, or with either of the said companies, for any of the purposes specified in the said section 361.

6. Save as otherwise in this Act specifically provided, the Company shall not construct or operate its railway along any highway or public place without first obtaining the consent expressed by by-law of the municipality having juris-

Crossings in  
Hamilton.

Use of  
steam.

Alternative  
powers.

Consent of  
municipali-  
ties.

dition over such highway or public place and upon terms to be agreed on with such municipality.

Taking of lands.

7. Subject to the provisions of *The Railway Act* as to the taking of lands and the compensation to be made therefor, the Company may, from time to time, take and use such lands as shall be required for the purpose of building, maintaining and supporting the bridges, terminals, terminal buildings, wharfs and ferries referred to in this Act.

Issue of securities.

8. Notwithstanding anything in the said Act of incorporation or in the said amendments thereof, the Company may issue securities in respect of its several undertakings not exceeding the amount of thirty thousand dollars per mile of single track, with an additional amount of ten thousand dollars per mile of double track; and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Securities on bridges and terminals.

9. The Company may issue also securities to the extent of seventy-five per cent. of its actual expenditure upon or in respect of a bridge, including the approaches thereto, across the old Welland Canal, at the city of St. Catharines, a bridge, including the approaches thereto, across the Niagara River, the purchase of right of way, terminals and station buildings in the city of Toronto, and the ferries for operating on the Detroit River, including wharf accommodation at or near Windsor, and the immediate approaches thereto.

Saving as to agreements with municipalities.

10. Nothing in this Act contained, or done under or by virtue of the powers hereby granted, shall alter or affect the provisions contained in any by-law of any municipality heretofore passed relating to the Company, or to any portion of the Company's railway heretofore or hereafter constructed, or contained in any agreement between any municipality and the Company; but all such agreements and by-laws shall continue and remain in full force as between the municipality and the Company as continued and incorporated by this Act; and in case of any inconsistency between the provisions contained in any such by-law or agreement and the provisions of *The Railway Act*, the provisions contained in the by-law or agreement shall prevail, and all such by-laws and agreements and all rights, franchises, privileges and exemptions of the Company thereunder are hereby confirmed.

Trees not to be cut.

11. Paragraph (j) of section 151 of *The Railway Act* shall not apply to the Company with respect to any such line of railway as is constructed along or upon any public highway.

**12.** The Company may, subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, enter into any agreement or agreements, for any of the purposes mentioned in the said section 361, with the Brantford and Hamilton Electric Railway Company and the Hamilton and Dundas Street Railway Company, or either of them; but it shall not, R. S., c. 37. without the consent of the Council of the city of Hamilton expressed by by-law, enter into agreement or agreements for any of the said purposes with the Hamilton, Grimsby and Beamsville Electric Railway Company, the Hamilton Street Railway Company, or any other street railway company whose railway may be constructed or operated in the said city of Hamilton.

**13.** The Company shall not sell, dispose of, or distribute electric power or energy within, or for use within, the limits of any municipality which owns and operates its own electric lighting or power plant without the consent, expressed by by-law, of the Council of such municipality.

8 Edw. VII. c. 79 (Ont.)

An Act respecting the Town of East Toronto.

[Assented to 14th April, 1908.]

**W**HHEREAS the Municipal Corporation of the Town of Preamble. East Toronto has by petition represented that it is desirable that the elections for Mayor, Reeves, and Councillors of the said town should be held on New Year's day in each year; and that authority should be granted to invest certain moneys derived from the sale of debentures under By-law No. 40 in local debentures of the town, and that By-law No. 214, set out as Schedule "A" to this Act, should be confirmed and validated; and whereas the said Corporation has prayed that an Act may be passed for the said purposes; and whereas it is expedient to grant the prayer of the said petition;

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Purchase of  
local improve-  
ment deben-  
tures with  
moneys raised  
to loan to  
Globe Furni-  
ture Co.

2. It is further enacted that the sum of \$16,500, raised by the said Corporation under By-law No. 40 and confirmed by Chapter 47 of the Acts passed in the fourth year of His Majesty's reign, for the purpose of loaning same to the Globe Furniture Company, Limited, may be invested by the said Corporation in the purchase of its own local improvement debentures, and said Corporation is hereby authorized and empowered to make such investment.

By-law No.  
214 set out in  
Schedule "A"  
confirmed.

3. That By-law No. 214 of the Corporation of the Town of East Toronto, being the by-law set forth as Schedule "A" to this Act, and all debentures issued or to be issued thereunder and all rates levied or to be levied for the payment thereof, are confirmed and declared to be legal, valid and binding upon the said Municipal Corporation and the ratepayers thereof, notwithstanding any defect in substance or in form or in the manner of passing the same or otherwise and notwithstanding any want of authority or jurisdiction of the said Corporation or the Council thereof to pass the same.

---

#### SCHEDULE "A."

##### BY-LAW NO. 214.

##### *A By-law to authorize the borrowing of the sum of \$10,000 for water works purposes.*

Whereas the Corporation of the Village of East Toronto, now the Corporation of the Town of East Toronto, heretofore constructed water works and a reservoir for storing water for the use of the said municipality, and raised the money to pay for the construction of the same by a general rate on the whole assessable property of the said corporation under a by-law lawfully passed;

And whereas the said corporation, on or about the 28th day of July, 1904, passed a By-law No. 49, for the purpose of installing pumping engines, pumps and other suitable plant and machinery, and to lay an intake main from Lake Ontario and raise the sum of \$55,000 by debentures as set out in said By-law No. 49;

And whereas the said intake main was duly laid, but by reason of severe storms on Lake Ontario the said intake main was broken and misplaced, and was filled with sand and great expense was entailed in repairing and replacing the same;

And whereas the cost of installing the said engines, pumps, intake main and other plant (including the cost of repairing and replacing said intake main) has exceeded the estimate of \$55,000 as set out in said By-law No. 49 by the sum of \$10,000;

And whereas it will be necessary to borrow money to pay for the said shortage and to issue debentures of the said corporation for the sum of \$10,000, which is the amount of the debt intended to be created under this by-law;

And whereas it is desirable to make the principal of the said debt repayable by annual instalments during the period of thirty years next after the issue of the debentures therefor, such instalments of principal to be of such amounts that the aggregate amount payable for principal and interest in any year shall be equal as nearly as may be to what is payable for principal and interest during each of the other years;

And whereas it will be necessary to raise annually for the period of thirty years during the currency of the debentures to be issued hereunder by a special rate sufficient therefor on all the ratable property of the municipality, the sum of \$650.51, for paying the several instalments of principal and interest thereon at the rate of five per cent. per annum;

And whereas the amount of the whole ratable property of the said Town of East Toronto, according to the last revised assessment roll, being for the year 1907, is the sum of \$1,859,355;

And whereas the existing debenture debt of the said Town of East Toronto, exclusive of local improvement debenture debt secured by special assessments therefor, amounts to the sum of \$173,603.04, and no part of the principal or interest thereof is in arrear;

Therefore the Municipal Council of the Corporation of the Town of East Toronto, enacts as follows:—

1. It shall be lawful for the Mayor of the said town to borrow on the credit of the Corporation of the Town of East Toronto, the sum of \$10,000 to pay for the said outstanding liability, and for that purpose to issue debentures of the said municipality for the said sum of \$10,000 in sums of not less than \$100 each, which said debentures shall have coupons attached thereto for the payment of interest.

2. The said debentures shall bear interest at the rate of five per cent. per annum, payable yearly, and as to both principal and interest, may be payable in any place in Great Britain, or this Province, and may be expressed in sterling money or Canadian currency.

3. The Mayor of the said town shall sign and issue the said debentures, and the said coupons attached thereto, and shall cause the same to be signed by the Treasurer of the said municipality, and the Clerk of the said municipality is hereby authorized and instructed to attach the corporate seal of the said municipality to the said debentures.

4. The said debentures shall be dated and issued within two years next after the passing of this by-law, and shall be payable in thirty annual instalments during the thirty years next after the day on which the same are issued, and the respective amounts of principal and interest payable in each of the said years shall be as follows:—

Year.	Principal.	Interest.	Total.
1st.	\$150 51	\$500 00	\$650 51
2nd.	158 04	492 47	650 51
3rd.	165 94	484 57	650 51
4th.	174 23	476 28	650 51
5th.	182 95	467 56	650 51
6th.	192 10	458 41	650 51
7th.	201 70	448 81	650 51
8th.	211 79	438 72	650 51
9th.	222 38	428 13	650 51
10th.	233 50	417 01	650 51
11th.	245 17	405 34	650 51
12th.	257 43	393 08	650 51
13th.	270 30	380 21	650 51
14th.	283 82	366 69	650 51
15th.	298 00	352 51	650 51
16th.	312 91	337 60	650 51
17th.	328 55	321 96	650 51
18th.	344 98	305 53	650 51
19th.	362 23	288 28	650 51
20th.	380 34	270 17	650 51
21st.	399 36	251 15	650 51
22nd.	419 33	231 18	650 51
23rd.	440 29	210 22	650 51
24th.	462 31	188 20	650 51
25th.	485 42	165 09	650 51
26th.	509 70	140 81	650 51
27th.	535 19	115 32	650 51
28th.	561 95	88 56	650 51
29th.	590 04	60 47	650 51
30th.	619 54	30 97	650 51

\$10,000 00

5. For the purpose of paying the said instalments of principal and interest as the same become due respectively, the said sum of \$650.51 shall be levied and raised in each and

every year during the said period of thirty years, the currency of the said debentures, by a special rate sufficient therefor over and above all other rates and taxes upon all the ratable property of the said municipality.

6. This by-law shall come into force and take effect on the day of the final passing thereof.

7. The votes of the electors of the said municipality qualified to vote on the present by-law shall be taken on Monday, the 6th day of January, 1908, commencing at 9 o'clock in the forenoon, and continuing until 5 o'clock in the afternoon at the following places within the said municipality:—

Ward No. 1, Polling Sub-division No. 1, at the Public School House on Pine Avenue.

Polling Sub-division No. 2, at the Fire Hall on Spruce Avenue.

Ward No. 2, Polling Sub-division No. 1, at W. H. Snell's Hall at the corner of Main and Gerrard Streets.

Polling Sub-division No. 2, at the Fire Hall on Main Street.

Polling Sub-division No. 3, at the Public School House on Kimberley Avenue.

Ward 3, Polling Sub-division No. 1, at W. H. Grant's Law Office on Main Street.

Polling Sub-division No. 2, at the Fire Hall on the Dawes Road, and the Deputy Returning Officers and Poll Clerks who shall act at the municipal elections shall be the Deputy Returning Officers and Poll Clerks respectively in taking the vote under this by-law.

8. On Thursday, the 2nd day of January, A. D. 1908, at the hour of ten o'clock in the forenoon, at the office of the Clerk of the said town on Main Street, the Mayor shall appoint, in writing, two persons to attend the final summing up of the votes by the Clerk, and one person to attend the poll at each polling place on behalf of the persons interested in and desirous of promoting the passing of this by-law, and one person on behalf of the persons interested in and desirous of opposing the passing of this by-law.

9. The Clerk of the municipal council of the said town shall attend at his office on Main Street in the said town at 12 o'clock noon, on Tuesday, the 7th day of January, 1908, to sum up the number of votes given for and against this by-law.

Read the first time, November 25th, 1907.

Read the second time, December 9th, 1907.

Read the third time and finally passed January 27th, 1908.

(Sgd.) ANDREW McMILLIN,  
*Mayor.*

(Sgd.) W. H. CLAY, (L.S.)  
*Clerk.*

8 Edw. VII. c. 22 (Ont.)

An Act to Validate Certain By-laws Passed and Contracts Made Pursuant to "An Act to Provide for the Transmission of Electrical Power to Municipalities."

[Assented to 14th April, 1908.]

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Certain By-laws authorizing contracts with Hydro-Electric Power Commission confirmed.

6 Ed. VII., c. 15; 7 Edw. VII., c. 19.

1. The By-laws passed by the Municipal Corporation of the Cities of Toronto, Hamilton, London, Brantford, Guelph, Stratford, St. Thomas, Woodstock; the Towns of Ingersoll, Berlin, Galt, Toronto Junction, Hespeler, St. Marys, Preston, Paris and Waterloo; and the Villages of New Hamburg and Weston, purporting to authorize the said Corporations or the Councils thereof, respectively, to enter into a contract with the Hydro-Electric Power Commission of Ontario for a supply of electrical power to be transmitted from Niagara Falls, and the estimates therein set forth, if any, are declared to be, in form and in substance, a sufficient compliance with the provisions of the Act entitled "An Act to provide for the Transmission of Electrical Power to Municipalities," and the said by-laws are hereby confirmed and declared to be sufficient, legal, valid and binding for the purposes thereof.

By-laws for construction of distribution plants confirmed.

2. The by-laws passed by the said Corporations or any of them for the issue of debentures to provide for the construction of a plant to distribute the said power within the limits of the said Corporations and all debentures to be issued thereunder and all assessments to be made and

rates to be levied are hereby confirmed and declared to be valid.

**3.** The contracts set out as Schedules "A" hereto between the said Commission and the Ontario Power Company of Niagara Falls are hereby confirmed and declared to be legal and valid.

**4.** The form of contract set forth as Schedule "B" here-  
to between the said Commission and the said Corporations  
is declared to be a sufficient compliance with the provi-  
sions of the said Act, and the said Corporations, or any of  
them, are authorized and empowered to enter into a contract  
with the said Commission in said form, or with such addi-  
tions and alterations as may be approved of by the Lieuten-  
ant-Governor in Council; and when executed the said con-  
tract shall be legal, valid, and binding on the parties thereto  
for the purposes of the said Act.

#### SCHEDULE "A."

This Agreement made the nineteenth day of March, 1908, between The Hydro-Electric Power Commission of Ontario, acting herein on its own behalf and with the approval of the Lieutenant-Governor in Council (hereinafter called the "Commission"), party of the First Part, and The Ontario Power Company of Niagara Falls (hereinafter called the "Company"), party of the Second Part.

Whereas the Commission invited tenders for electric power to be supplied at or near the Niagara Falls, and the Company made the lowest tender for the supply of power to the Commission for their purposes under the provisions of the *Power Commission Act*.

And whereas certain municipalities have applied to the Commission for the maximum price of such power at Niagara Falls and for estimates of the cost of transmission to the said municipalities;

And whereas the estimates of the Commission will be based in part upon this agreement, and the Commission will be required to devote time and skill and expend moneys in the preparation of such estimates, and such estimates are to be used by said municipalities for the purposes fully set forth in the said Act;

And whereas the Commission declined other tenders and accepted the tender of the Company and entered into the

agreement hereto attached, but it was provided that certain additions might be made to the said agreement, and the parties have agreed to vary the said agreement in the manner hereinafter set forth;

Now therefore this Indenture witnesseth that in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto have mutually agreed and do each agree with the other as follows:—

1. That, except in so far as the said agreement is modified by this present agreement the same shall stand and be of full force, virtue and effect and binding between the parties.

2. The Company hereby agrees:—

(a) At the expiration of ninety days' notice in writing by the Commission to the Company to deliver eight thousand (8,000) horse power or more of electric power to the Commission.

(b) At the expiration of three months' like notice, which may be given from time to time during the continuance of this agreement, to deliver from time to time to the Commission in blocks of not less than one thousand (1,000) horse power each, additional electric power until the total amount so delivered shall amount to thirty thousand (30,000) horse power.

(c) At the expiration of nine months' like notice, which may be given from time to time during the continuance of this agreement, to deliver from time to time to the Commission in like blocks, additional electric power until the total so delivered shall amount to one hundred thousand (100,000) horse power.

(d) The Commission shall not be bound to take or pay for any electric power until notice shall have been given as above provided.

(e) The Commission agrees to use all diligence by every lawful means in its power to procure such a demand from the municipalities, corporations, companies or persons for the power dealt with by this agreement so that at as early a date as possible the Commission will be in a position to give the notice above referred to the Company for the supply of power in question, and if notwithstanding the exercise of all such reasonable diligence the Commission is not able within a period of eighteen months from the date of this agreement to give such notice, then the Company shall be at liberty to determine the agreement and it shall thereupon be no longer binding upon the parties hereto.

(f) The Commission agrees to take power exclusively from the Company up to the said 30,000 horse power, and also in addition thereto one-half of the amount of power required by the Commission up to the said 100,000 horse power; thereafter the Commission may, at its option, take power from other sources.

• 3. The Company hereby agrees to deliver, and the Commission agrees to purchase and pay for the said several quantities of electric power on the terms and conditions of this agreement.

4. The Commission hereby agrees to pay to the Company for such power so delivered under the terms of this agreement at the rate of \$9.40 per horse power per annum for power at 12,000 volts, and at the rate of \$10.40 per horse power per annum for power at 60,000 volts, and when the amount reserved and held ready for delivery upon the order of the Commission is in all 25,000 horse power or more, payment shall be made at the rate of \$9.00 per horse power per annum for power at 12,000 volts, and at the rate of \$10.00 per horse power per annum for power at 60,000 volts. If power is taken at a higher voltage than 60,000 volts the price shall be determined as hereinafter provided. The power shall be paid for monthly in gold coin of the present standard of weight and fineness in twelve amounts in each year at the office of the Company at Niagara Falls, Ontario, and bills shall be rendered by the Company on the first and paid by the Commission on or before the fifteenth of each month.

5. The Commission shall pay for three-fourths of the power ordered by the Commission and held in reserve for it as herein provided, whether it takes the same or not.

6. When the greatest amount of power taken for any twenty consecutive minutes during any month shall exceed three-fourths of the amount during such twenty consecutive minutes ordered by the Commission and held in reserve, then the Commission shall pay for this greater amount during that entire month.

7. The point of delivery shall be the property line between the Company's distributing station and the right of way of the Michigan Central Railway at Niagara Falls, Ontario, Canada, and at or near this point on the Company's land the Commission shall have the right to erect and maintain during the continuance of this agreement its initial line structure or structures.

8. This agreement shall remain in force for ten years from the date of the expiration of the said ninety days' notice. The Commission may, at its option, continue this agree-

ment for one, two or three further consecutive terms of ten years each by giving notice in writing of its intention to continue this agreement for the second term of ten years, at least three years before the expiration of the first term of ten years, and if pursuant to such notice this agreement is continued, by giving notice of its intention to continue this agreement for the third period of ten years at least three years before the expiration of the second term of ten years, and if pursuant to such last mentioned notice this agreement is continued, by giving notice of its intention to continue this agreement for the fourth term of ten years at least three years before the expiration of the third term of ten years. This agreement shall not in any event extend beyond the 1st of April, 1950, the date at which the first term of years of an agreement of the Company with the Commissioners of the Queen Victoria Niagara Falls Park, dated eleventh April, 1900, will expire.

9. The electric power herein contracted for shall be three phase, alternating, commercially continuous twenty-four hour power every day of the year except as provided in paragraph 17 hereof.

10. It is agreed that the maintenance by the Company of approximately the agreed voltage at approximately the agreed frequency at the line switch or switches of the Company shall constitute the delivery of all power involved herein and the fulfilment of all operating obligations hereunder: and that when voltage and frequency are so maintained, the amount of the power, its fluctuations, load factor, power factor, distribution as to phases, and all other electric characteristics and qualities are under the sole control of the Commission, its agents, customers, apparatus, appliances and circuit.

11. The several blocks of power herein provided for shall be the amounts which the Company shall from time to time hold in reserve upon the order of the Commission, and the Commission shall not at any time take more than the amount so ordered and held in reserve for it.

12. The Commission shall so take power that the kilo volt amperes so taken shall not at any time exceed by more than ten per cent. the kilowatts held in reserve for it, and this provision shall apply proportionately to each circuit and phase.

13. The Company shall at all times use first-class, modern standard, commercial, hydro-electric power apparatus and plant and the power shall be delivered at approximately 12,000 volts or approximately 60,000 volts unless otherwise agreed as herinafter provided, and at approximately 25

cycles per second; the Company shall use first-class, modern, standard regulating apparatus and all due skill and diligence to maintain the power at such voltage and frequency. The Commission may require part of the said power to be delivered at more than 60,000 volts and the Company shall be entitled to have the price for such higher voltage increased to such an extent as shall be relatively the equivalent, but without increased profit, to the price of power delivered at 60,000 volts, and in case the Company and the Commission cannot fix the higher voltage and the price to be paid therefor, the voltage may be fixed and the price to be paid determined under *The Arbitration Act*, Revised Statutes of Ontario, 1897, Chapter 62, in a summary manner and without appeal. Notwithstanding any award the Commission may decide to take power at 12,000 or 60,000 volts, but in that event the Commission shall pay all costs of said arbitration. The Commission shall with the ninety days' notice before mentioned specify in writing to the Company that the power is to be delivered at not more than two of the said voltages or partly at one of the two and partly at the other voltage, and the Company shall deliver power or at the same time a certain part of the power at one voltage, and a certain part at the other so specified. The Commission may from time to time vary the quantities to be delivered at the specified voltages and thereupon the Company shall deliver the said power as varied, but the price for the power specified at the higher voltage shall not be reduced if the power is taken at the lower voltage. If part of the power is specified at a voltage higher than 60,000 volts the Commission shall give one year's notice instead of ninety days' notice for that part of such power.

14. The Commission and its customers shall select and use transformers and all apparatus most suitable to receive the electric power produced by the apparatus of the Company and the Commission's transmitting, transforming, translating, and all other apparatus and devices upon its circuits when receiving power from the Company shall be of modern standard design and construction and shall be operated and maintained with special reference to securing the highest efficiency and most perfect operation not only of its own but also of the apparatus of the Company when receiving power from the Company; and the Commission shall install upon and equip all circuits with such approved protective devices as are in commercial use, and operate its circuits in such a manner as will to the then greatest extent protect the apparatus and circuits of the Company from damage and interruption by lightning, short-circuiting or otherwise, so as to save harmless the Company from any damage that may

arise in the use of the said power supplied by the Company to the said Commission.

After the happening of any of the events provided for in paragraphs 17 and 22, power shall be delivered first to the Commission before re-establishing power to any other customer or customers of the Power Company, provided that the Commission's lines are ready to receive such power.

15. The power herein provided for shall be measured by curve-drawing meters. These meters shall be subject to test as to accuracy by either party hereto.

16. The engineers of the Commission, or one or more of them, or any other person or persons appointed for this purpose by the Commission, shall have the right from time to time during the continuance of this agreement to inspect the apparatus, plant and property of the Company and take records at all reasonable hours on giving to the Company six hours' notice of the intention to make such inspection. The Company shall have a like right on giving a like notice to inspect the apparatus, plant and property of the Commission and of the municipalities, companies and persons who are using power supplied by it through or to the Commission.

17. In case the Company shall at any time or times be prevented from delivering said power, or any part thereof, or in case the Commission shall at any time be prevented from taking said power, or any part thereof, by strike, lock-out, riot, fire, invasion, explosion, act of God or the King's enemies, or any other cause reasonably beyond their control, then the Company shall not be bound to deliver such power during such time and the Commission shall not be bound to pay for such power during such time, but as soon as the cause of such interruption is removed the Company shall without any delay deliver the said power as aforesaid and the Commission shall take the same and each of the parties hereto shall be prompt and diligent in removing and overcoming such cause or causes of interruption.

18. If and so often as any interruption shall occur in the service of the Company due to any cause or causes other than those provided for by the next preceding paragraph hereof, the Company shall pay to the Commission as liquidated and ascertained damages, and not by way of penalty, as follows:—For any interruption less than one hour double the amount payable for power which should have been delivered during the time of such interruption, and for any interruption of one hour or more, the amount payable for the power which should have been delivered during the time of such interruption and twelve times the last mentioned amount in ad-

dition thereto and all moneys payable under this paragraph when the amount thereof is settled between the parties may be deducted from any moneys payable by the Commission to the Company under this agreement, but such right of deduction shall not in any case delay the monthly payments for power contracted for by this agreement.

19. It is recognized by both the parties hereto that the state of the art of production, transmission and application of electric energy is subject to constant advance, and that it is impossible by contract to cover all the requirements and conditions which time may develop; the Company and the Commission, with the approval of the Lieutenant-Governor in Council, while adhering to the provisions of this agreement, will at any time upon the request of the other take up and in good faith fairly consider with the aid of the respective engineers any features or changes of the system as a whole or any modifications of any of the provisions hereof, provided it shall appear to the party to whom such request is made that compliance therewith shall tend to make this agreement more effective and to make the venture of each party more successful and certain; provided, however, that any such action or the failure on the part of either party to require of the other exact conformity to the provisions of this agreement, or any liberty or greater latitude beyond the provisions of this agreement, allowed by either party to the other in the course of the co-operation implied by the spirit of this agreement, shall in no manner operate as or constitute a precedent or amend or change the obligation of the parties thereto.

20. This agreement is entered into subject to the provisions of The Power Commission Act and neither the making of this agreement nor anything herein contained shall in any way limit or prejudice any rights and powers which the Commission may now have to expropriate the plant and apparatus of the said Company or any plant thereof or the power generated by the said Power Company, or any other power company, but nothing in this agreement shall be taken to give or enlarge any such power.

21. It is agreed that in case any dispute shall arise relating to the question of the performance and fulfilment of any of the terms, provisoos or conditions of this agreement, or as to the method or accuracy of the measurement of the power, or as to any question which may arise under this agreement, or as to the rights of any of the parties after the termination of this agreement, under paragraph 22, the same shall be determined by two independent persons, one to be chosen by each of the parties to such dispute, and

such persons before proceeding with the reference shall appoint a third arbitrator to act with them, and the decision of the said three arbitrators, or a majority of them, shall be conclusive on both parties except as hereinafter provided, and in case either of the said parties shall neglect or fail to appoint an arbitrator within thirty days after the request in writing by the other party, then the arbitrator appointed by the other party may proceed alone and his award shall be conclusive on both parties except as hereinafter provided. The award shall be made within four months after the appointment of the first of such arbitrators, and in the event of the two arbitrators appointed as aforesaid being unable or unwilling to agree upon a third arbitrator for two weeks after their appointment, or the appointment of the one of them who was last appointed, then said third arbitrator shall be chosen and appointed by the Chief Justice for the time being of the King's Bench Division of the High Court of Justice for the Province of Ontario, or in the event of the said Chief Justice being ill, absent from the Province or otherwise unable or refusing to act, then such third arbitrator shall be appointed by any Judge of the High Court of Justice, or any Judge other than a local Judge. It is agreed that there may be an appeal by either party from any decision or award of such arbitrators to the High Court of Justice for Ontario in accordance with the provisions of *The Arbitration Act* in that behalf.

22. In case the plant, apparatus, buildings or premises of the Company, or any part thereof, shall at any time during the continuance of this agreement be damaged or destroyed so as to prevent the Company from supplying the said power of the quantity and quality hereinbefore provided for to the Commission, the Company shall use its best endeavour to procure the said supply of power for the Commission otherwise or elsewhere, and if the Company fails or neglects to procure such power for the Commission then the Commission may with the approval of the Lieutenant-Governor in Council, procure such power at reasonable rates and charge the same to the Company; and if the said power cannot be procured either by the Company or the Commission then the Commission may with the approval of the Lieutenant-Governor in Council terminate this agreement.

23. If at any time that the quantity of power which is being taken under this agreement by the Commission shall amount to sixty per cent. or more of the total power which the Company is developing and a complaint is then made in writing by the Commission to the Company that the Company has so continuously neglected or failed to perform the terms of this agreement that the apparatus of the Com-

mission or its customers cannot by reason of such neglect or failure of the Company be operated to full efficiency and the Company shall not within a reasonable time remedy such neglect or failure, then the matter of complaint may be referred to the Lieutenant-Governor in Council, and if he determine that there is a just ground of complaint he may direct that the Company shall remedy such neglect or failure within a time to be fixed by him, and if such neglect or failure be not remedied as directed by him the Lieutenant-Governor in Council may order that upon such terms as he deem reasonable, including the rights of other parties interested, the whole of the plant, apparatus and property of the Company shall be transferred to the Commission, whereupon, on payment and satisfaction of the said terms, the amount of which payment and satisfaction is to be settled by the arbitrators appointed as hereinbefore stated, the Commission may, with the approval of the Lieutenant-Governor in Council, take over the plant, apparatus and property and the same shall be transferred to the Commission.

24. The Company agrees with the Commission that the Company will not during the continuance of this agreement exercise the right to cancel the agreement dated 11th April, 1900, between the Company and the Commissioners of the Queen Victoria Niagara Falls Park.

25. In case any municipal corporation which shall contract with the Commission for a supply of power, or any person, firm or corporation which shall contract with any such municipal corporation, or with the Commission for a supply of power furnished to the Commission by the Company, shall suffer damages by the act or neglect of the Company, and such municipal corporation, person, firm, or corporation would, if the Company had made this contract directly with them, have had a right to recover such damages or commence any proceedings or any other remedy, the Commission shall be entitled to commence any such proceedings or bring such action for or on behalf of such municipal corporation, person, firm or corporation, and notwithstanding any acts, decision or rule of law to the contrary the Commission shall be entitled to all the rights and remedies of such municipal corporation, person, firm or corporation, including the right to recover such damages, but no action shall be brought by the Commission until such municipal corporation, person, firm or corporation shall have agreed with the Commission to pay any costs that may be adjudged to be paid if such proceeding or action is unsuccessful. The rights and remedies of any such municipal corporation, person, firm or corporation shall not be hereby prejudiced.

26. Subject to the provisions of paragraphs 22 and 23 of this agreement, notwithstanding there may be differences between the parties hereto as to the supply of sufficiency of the said power or the payment therefor or any other questions whatever which may arise under this agreement, the Company shall continue to deliver the power and the Commission to pay therefor and both parties shall continue to carry out the contract notwithstanding such differences; and when the matters which may be so in issue shall be finally determined by the reference to arbitration in the manner provided by paragraph 21 hereof, the parties shall deal with such matters according to the terms of the award which may be made upon such reference. It being the distinct agreement between the parties that there shall not be during the period of this agreement any stoppage or cessation in the supply of the said power or on the payments therefor, but that the same shall be continued as if there was no such difference.

27. The Company shall not directly or indirectly deliver power in Ontario to any person or corporation that it is intended shall be supplied by the Commission under this agreement. In case any difference arises as to the said supply the same shall be settled with the said arbitrators. This paragraph shall not be held to cover or interfere with the supply of power agreed to be delivered by the said Company to any persons or corporations other than the Commission at the date on which the first block of power is ordered by the Commission from the Company under this agreement, but the said supply of power shall continue unaffected by this agreement. The Commission agrees it will not supply power at less than 60,000 volts at a price less than the price herein provided for power at 60,000 volts, with the cost of transforming added thereto, to any person or corporation in the territory supplied from the transmission lines of the Company at the rate at which the first block of power is ordered by the Commission from the Company under this agreement. In case any difference arises as to the extent of such territory the same shall be settled by said arbitrators.

28. This agreement shall extend to, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

29. Notwithstanding anything hereinbefore contained this agreement shall not come into operation as against the Commission or be binding upon the Commission until, in addition to any other Orders in Council, pursuant to said Act, an Order in Council has been passed and approved by the Lieutenant-Governor in Council expressly declaring that

this agreement shall from the date of such order in Council be binding upon the Commission, but this shall in no way interfere with the agreement contained in paragraph 2 (e), and the Commission undertakes to do all things lawful in its power that may be needed to bring this agreement into operation at as early a date as possible and to procure the assent and declaration of the said Lieutenant-Governor in Council above referred to, and the said Company agrees to co-operate with the Commission by all lawful means in its power to carry out the object of this agreement.

In witness whereof the said Commission has affixed its corporate seal and has signed, sealed and executed the present agreement; and the Company by and through its President and Secretary duly authorized for all purposes hereof has hereunto affixed its corporate seal under the hands of its President and Secretary.

(Seal.)

A. BECK,  
JOHN S. HENDRIE,  
W. K. MCNAUGHT.

THE ONTARIO POWER COMPANY  
OF NIAGARA FALLS.  
J. J. ALBRIGHT,

*President.*

ROBERT C. BOARD,

*Secretary.*

(Seal.)

---

This Agreement made this 12th day of August, 1907, between The Hydro-Electric Power Commission of Ontario, acting herein on its own behalf and with the approval of the Lieutenant-Governor in Council (hereinafter called the "Commission"), party of the First Part, and The Ontario Power Company of Niagara Falls, incorporated by the Parliament of the Dominion of Canada, under and by virtue of Act. 1887, 50-51 Victoria, Chapter 120; Act 1891, 54-55 Victoria, Chapter 126; Act 1893, 56 Victoria, Chapter 89; Act 1899, 62-63 Victoria, Chapter 105; Act 1900, 63-64 Victoria, Chapter 115, and Act 1902, 2 Edward VII., Chapter 86 (hereinafter called the "Company"), party of the Second Part.

Whereas, the Commission is duly incorporated under the provisions of an Act passed by the Legislature of the Pro-

vince of Ontario, in the sixth year of His Majesty King Edward VII., and Chaptered 15, and under the provisions of said Act is authorized to contract with any company generating electrical power or energy for a supply of electrical power or energy to the Commission:

And whereas, the Company, under the provisions of the Statutes of Canada, above recited, and under the provisions of certain agreements dated April 11, 1900, August 15, 1901, June 28, 1902, and February 28, 1903, between the Company and the Commissioners of the Queen Victoria Niagara Falls Park, to which agreements reference is specifically made, has constructed a series of works in the vicinity of Niagara Falls, Ontario, in which the Company is now generating electrical power, and is prepared to sell and deliver the same in the quantities hereafter mentioned;

And whereas, the Commission invited tenders for electric power to be supplied at or near the Niagara Falls, and the Company made the lowest tender for the supply of power to the Commission for their purposes under the provisions of the said Act;

And whereas, certain municipalities have applied to the Commission for the maximum price of such power at Niagara Falls, and for estimates of the cost of transmission to the said municipalities;

And whereas, the estimates of the Commission will be based in part upon this agreement, and the Commission will be required to devote time and skill and expend moneys in the preparation of such estimates, and such estimates are to be used by said municipalities for the purposes fully set forth in said Act;

And whereas, the Commission has declined other tenders and has decided to accept the tender of the said Company under the terms of this agreement;

Now therefore in consideration of the premises and of the mutual covenants and agreements herein contained and of other valuable considerations, the parties hereto have mutually agreed, and do each agree with the other as follows:—

1. The Company hereby agrees:—

(a) At the expiration of ninety days' notice in writing by the Commission to the Company to deliver eight thousand (8,000) horse power or more to the Commission and the Commission hereby agrees to purchase and pay for the same.

(b) At the expiration of three months' like notice to deliver from time to time to the Commission in blocks of not less than one thousand (1,000) horse power each, additional

power until the total so delivered shall amount to thirty thousand (30,000) horse power, and the Commission hereby agrees to purchase and pay for the same.

(c) At the expiration of nine months' like notice to deliver from time to time in like blocks additional power until the total so delivered shall amount to one hundred thousand (100,000) horse power, and the Commission agrees to purchase and pay for the same.

2. The Commission agrees to take power exclusively from the Company up to the said 30,000 horse power, and also in addition thereto one-half of the amount of power required by the Commission up to the said 100,000 horse power; thereafter the Commission may, at its option, take power from other sources.

3. The Company hereby agrees to deliver and the Commission to purchase and pay for the said several quantities of horse power on the terms and conditions of this agreement as hereinafter provided.

4. This agreement shall remain in force for ten years from the date of the expiration of the said ninety days' notice. The Commission may at its option continue this agreement for one, two or three further consecutive terms of ten years each by giving notice in writing of their intention to continue this agreement for the second term of ten years, at least three years before the expiration of the first term of ten years, and if the term be thus extended on giving notice of their intention to continue this agreement for the third term of ten years by giving a like notice at least three years before the expiration of the second term of ten years, and if the term be then extended on giving notice of their intention to continue this agreement for the fourth term of ten years by giving a like notice at least three years before the expiration of the third term of ten years. This agreement shall not in any event extend beyond 1st April, 1950, the date at which the first term of years of the above recited agreement of the Company with the Commissioners of the Queen Victoria Niagara Falls Park, dated the 11th April, 1900, will expire.

5. This agreement is entered into subject to the provisions of *The Power Commission Act* and neither the making of this agreement nor anything herein contained shall in any way limit or prejudice any right and power which the Commission may now have to expropriate the plant and apparatus of the said Company or any part thereof or the power generated by the said Power Company or any other Power Company, but nothing in this agreement shall be taken to give or enlarge any such power.

6. The electrical power herein contracted for shall be three-phase, alternating, commercially continuous twenty-four hour power every day of the year, except as provided in paragraph hereof

7. It is hereby agreed by and between the parties hereto that the maintenance by the Power Company of approximately the agreed frequency at the line switch or switches of the Company shall constitute the delivery of all power involved herein and the fulfilment of all operating obligations hereunder, and that when voltage and frequency are so maintained the amount of the power, its fluctuations, load factor, power factor, distribution as to phases and all other electrical characteristics and qualities are under the sole control of the Commission, its agents, customers' apparatus, appliances and circuits.

8. The Company shall at all times use first-class modern, standard, commercial hydro-electric power apparatus and plant and the power shall be delivered at approximately 60,000 volts and at approximately twenty-five cycles per second, and the Company shall use first-class modern, standard, regulating apparatus, and all due skill and diligence to maintain the power at such voltage and frequency.

9. The several blocks of power herein provided for shall be the amounts which the Company shall from time to time hold in reserve ready for the Commission, and the Commission shall not at any time take more than the amount so held in reserve for it.

The Commission shall so take power that the kilo-volt amperes so taken shall not at any time exceed by more than 5 per cent. the kilowatts held in reserve for it, and this provision shall apply proportionately to each circuit and phase.

10. The power herein provided for shall be measured by curve-drawing meters. These meters shall be subject to test as to accuracy by either party hereto.

The Commission shall pay for three-fourths of the power held in reserve for it, as herein provided, whether it takes the same or not.

When the greatest amount of power taken for any twenty (20) consecutive minutes during any month shall exceed three-fourths of the amount at that time held in reserve for the Commission, then it shall pay for this greater amount during that entire month.

11. The point of delivery shall be the property-line between the Company's Distributing Station and the right of way of the Michigan Central R. R. at Niagara Falls, Ontario, Canada, and at this point the Commission shall have the

right to erect and maintain its initial line structure or structures.

12. In case the Company shall be prevented from delivering said power, or in case the Commission shall be prevented from taking said power, by strike, lockout, riot, fire, invasion, explosion, act of God, or the King's enemies, or any other cause reasonably beyond their control, then the Company shall not be obligated to deliver such power during such period; and the Commission shall not be obligated to pay for such power during such period; but nothing herein contained shall be construed as permitting the Company to refuse to deliver power, or the Commission to refuse to take the same as soon as the cause of interruption is removed, and each of the parties hereto shall be prompt and diligent in removing and overcoming such cause or causes.

13. If interruptions occur in the service of the Company due to causes other than above, deductions shall be made as follows:—For interruptions less than one hour, double the amount payable for power for the time of such default, and for interruptions of one hour or more, the amount otherwise payable for the day.

14. The Commission and its customers shall select and use transformers and all apparatus most suitable to receive the electric power produced by the apparatus of the Company, and the Commission's transmitting, transforming, transiating and all other apparatus and devices upon its circuits shall be of standard design and construction and shall be operated and maintained with special reference to securing the highest efficiency and most perfect operation, not only of its own, but also of the apparatus of the Company when receiving power from the Company; and the Commission shall install upon and equip its circuits with such approved protective devices as are in commercial use and operate its circuits in such a manner as will to the then greatest extent protect the apparatus and circuits of the Company from damage and interruption by lightning, short circuiting or otherwise, so as to save harmless the Company from any damage that may arise in the use of the said power supplied by the Company to the said Commission.

After the happening of any of the events provided for in paragraphs 12 and 13, power shall be delivered first to the Commission before re-establishing power to any other customer or customers of the Power Company, provided that the Commission's lines are ready to receive such power.

15. It is recognized by both the parties hereto that the state of the art or production and transmission and application

of electrical energy is subject to constant advance, and that it is impossible by contract to cover all requirements and conditions which time may develop, and the Company and the Commission with the approval of the Lieutenant-Governor-in-Council, while adhering to the provisions of this agreement, will at any time upon the request of the other, take up and in good faith fairly consider, with the aid of their respective engineers, any features or changes of the system as a whole of the modifications of any of the provisions hereof, provided it shall appear to the party to whom such request is made that compliance therewith shall tend to make this agreement more effective and to make the venture of each party more successful and certain; provided, however, that any such action, or the failure on the part of either party to require of the other exact conformity to the provisions hereof, or any liberty or greater latitude beyond the provisions of this agreement permitted by either party to the other, in the course of the co-operation implied by the spirit of this agreement, shall in no manner act as or constitute a precedent or amend or change the obligations of the parties hereto.

16. The Commission hereby agrees to pay to the Company for such power delivered under the terms of this agreement, the sum of ten dollars and forty cents (\$10.40) per horse power per annum when the amount reserved and held ready, upon the order of the Commission, for delivery under the terms hereof, is less than twenty-five thousand (25,000) horse power, and when the amount reserved and held ready for delivery upon like order exceeds twenty-five thousand (25,000) horse power, the Commission agrees to pay the sum of ten dollars (\$10.00) per horse power per annum. The power shall be paid for monthly in gold coin of the present standard of weight and fineness, in twelve amounts, in each year, at the office of the Company in Niagara Falls, Ontario, and bills shall be rendered for such payments on the first, and be paid on or before the fifteenth of each month.

17. At any time that the quantity of power which is being taken under this agreement by the Commission shall amount to sixty per cent. or more of the total power which the Company is developing and a complaint is then made in writing by the Commission to the Company that the Company has so continuously neglected or failed to perform the terms of this agreement that the apparatus of the Commission or its customers cannot by reason of such neglect or failure of the Company be operated to full efficiency, and the Company shall not within a reasonable time remedy such neglect or failure, then the matter of complaint may be referred to the arbitrators appointed as hereinafter stated, and if the said arbitrators shall determine that there is a

just ground of complaint they may by their award direct that the Company shall remedy such neglect or failure within a time to be fixed by the award, and if such neglect or failure be not remedied as directed by the said award the arbitrators may order that upon such terms as they deem reasonable, including the rights of the other parties interested, the whole of the plant, apparatus and property of the Company shall be transferred to the Commission, whereupon on payment and satisfaction of the said terms the Commission may, with the approval of the Lieutenant-Governor in Council, take over said plant, apparatus and property, and the same shall be transferred to the Commission.

18. It is hereby declared and agreed that in case the plant, apparatus, buildings or premises of the Company or any part thereof shall at any time during the continuance of this agreement be damaged or destroyed so as to prevent the Company from supplying the said power of the quantity and quality hereinbefore provided for to the Commission and the Company is unable to supply the said power within a reasonable time to be fixed if necessary by the said arbitrators, the Commission may, with the approval of the Lieutenant-Governor in Council, terminate this agreement, and any questions as to terms of conditions connected with such determination of the agreement shall be settled by the said arbitrators.

19. It is further agreed by and between the parties hereto that, in case any dispute shall arise relating to the question of the performance or fulfilment of any of the terms, provisoies or conditions of this agreement, or as to the method or accuracy of the measurement of the power or as to any other question which may arise under this agreement, the same shall be finally determined by two independent persons, one to be chosen by each of the parties to such dispute, and such arbitrators shall, before proceeding with the reference, appoint a third arbitrator to act with them, and the decision of the said three arbitrators or a majority of them shall be conclusive on both parties, and in case either of the said parties shall neglect or fail to appoint an arbitrator within thirty days after the request in writing by the other party, then the arbitrator appointed by the other party may proceed alone, and his award shall be conclusive on all parties. The award shall be made within four months after the appointment of the first of such arbitrators, and, in the event of the two arbitrators appointed, as aforesaid, being unable or unwilling to agree upon a third arbitrator for two weeks after their appointment or the appointment of the one of them who was last appointed, then such third arbitrator shall be chosen and appointed by the Chief Jus-

tice for the time being of the King's Bench Division of the High Court of Justice for the Province of Ontario, or in the event of the Chief Justice being sick, absent from the Province, or otherwise unable or refusing to act, then such third arbitrator shall be appointed by any Judge of the High Court of Justice other than a local Judge. It is agreed that there may be an appeal by either party from any decision or award of such arbitrators to the High Court of Justice for Ontario in accordance with the provisions of *The Arbitration Act* in that behalf.

20. Notwithstanding that there may be differences between the parties which may embrace the question of the supply or insufficiency of the power or the payment therefor or any other questions whatever that may arise under this agreement, the Company shall continue to deliver the power and the Commission to pay therefor and both parties shall continue to carry out the contract notwithstanding such differences, and when the matters which may be in issue shall be finally determined by the reference as above provided, the parties shall deal with such matters according to the terms of the award that may be made on such reference. It being the distinct agreement between the parties that there shall not be during the period of the agreement any stoppage or cessation in the carrying on of the work, but that the same shall be continuous and any matters in difference shall not form a reason for interfering with the same but shall be accommodated in the manner herein provided.

21. The Company will not, directly or indirectly, deliver power in Ontario to any person or corporation that it is intended shall be supplied by the Commission under this agreement.

In case any difference arises as to such supply the same shall be settled by the said arbitrators.

This clause shall not, however, be held to cover or interfere with the supply of power agreed to be delivered by the said Company to any persons or corporations other than the Commission at the date on which the first block of power is ordered by the Commission from the Company under this agreement, but the said supply shall continue unaffected by this agreement.

22. The Company agrees that it will not exercise the right to cancel contained in the said agreement dated 11th April, 1900.

23. This agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

24. This agreement shall have no force or effect until approved by the Lieutenant-Governor in Council.

In witness whereof the said Commission has affixed its corporate seal and has signed, sealed and executed the present agreement; and the Company acting by and through its President and Secretary duly authorized for all purposes hereof has hereunto affixed its corporate seal under the hands of the President and Secretary.

A. BECK.

JOHN S. HENDRIE.

W. K. McNAUGHT.

(Seal.)

THE ONTARIO POWER COMPANY OF NIAGARA FALLS.

J. J. ALBRIGHT,

*President.*

ROBERT C. BOARD,

*Secretary.*

(Seal.)

---

### SCHEDULE "B."

This Indenture made the                    day of                    1908.

Between The Hydro-Electric Power Commission of Ontario, acting herein on its own behalf and with the approval of the Lieutenant-Governor in Council (hereinafter called the "Commission"), party of the First Part, and the Municipal Corporations of (hereinafter called the "Corporations"), party of the Second Part.

Whereas pursuant to *An Act to provide for Transmission of Electrical Power to Municipalities*, the Corporations applied to the Commission to transmit and supply such power from Niagara Falls, and the Commission entered into contracts with the Ontario Power Company of Niagara Falls, hereto attached, for such power at the prices set forth in the schedule hereto attached, and the Commission furnished the Corporations with estimates, as shown in said schedule, of the total cost of such power, ready for distribution within said Corporations, and the electors of the Corporations assented to By-laws authorizing the Corporations to enter into a contract with the Commission for such power, and the Commission have estimated the line loss and the cost to construct, operate, maintain, repair, renew and insure a line to transmit              horse power of such power to the Corporations, and have apportioned the part of such cost to be paid by each Corporation as shown in said schedule;

Now therefore this Indenture witnesseth that in consideration of the premises and of the agreements of the Corporations herein set forth, subject to the provisions of said Act and of the said contracts, the Commission agrees with the Corporations respectively:—

1. (a) To construct a line to transmit the quantities of electric power, shown in column 2 of the said schedule, from Niagara Falls to the Corporations shown in column 1, respectively.

(b) On the              day of        19    to supply said power in quantities set forth in column 2 of said schedule, or as a minimum              per cent. less, to the said Corporations within the limits thereof, ready for distribution at approximately the number of volts set forth in column 4 of said schedule, and approximately 25 cycles per second frequency.

(c) At the expiration of three months' written notice, which may be given from time to time during the continuance of this agreement, to supply from time to time to the Corporations in blocks of not less than              horse power each, additional power until the total amount so supplied shall amount to 30,000 horse power.

(d) At the expiration of nine months' like notice which may be given from time to time during the continuance of this agreement, to supply from time to time to said Corporations in blocks of not less than              horse power each, additional power until the total amount so supplied shall amount to 100,000 horse power.

(e) To use at all times first-class, modern, standard, commercial apparatus and plant and to exercise all due skill and diligence so as to secure the most perfect operation of the said plant and apparatus of the said Corporations.

2. In consideration of the premises and of the agreements herein set forth each of said Corporations agrees with the said Commission:—

(a) To pay the Commission for the quantities of power shown in column 2 of said schedule, or              per cent. less as a minimum, to be supplied at said date, and for such additional power supplied or held in reserve upon such notices, the price set forth in column 3 of said schedule in twelve monthly payments, in gold coin of the present standard of weight and fineness, and bills shall be rendered by the Commission on or before the first, and paid by the Corporations on or before the fifteenth of each month. If any bill remains unpaid for        days, the Commission may, in addition to all other remedies and without notice, discontinue the supply of such power until said bill is paid.

(b) To pay annually interest at four per cent. per annum upon a proportionate part of the moneys expended by the Commission on capital account for the construction of the said line.

(c) To pay an annual sum to form in thirty years a sinking fund for the retirement of the securities to be issued by the Province of Ontario, for the payment of a proportionate part of the cost of the construction of said line.

(d) To pay a proportionate part of the line loss and the cost to operate, maintain, repair, renew and insure the said line.

(e) To keep, observe and perform the covenants, provisoies and conditions set forth in said contracts, intended by the Commission and the said Company to be kept, and observed and performed by the said Corporations.

(f) To pay for three-fourths of the power supplied and held in reserve at said date and upon said notices, whether the said power is taken or not, and when the greatest amount of power taken for twenty consecutive minutes in any month shall exceed three fourths of the amount during such twenty consecutive minutes, so supplied and held in reserve, to pay for this greater amount during that entire month. When the power factor of the greatest amount of power taken for said twenty minutes falls below 90 per cent., the Corporation shall pay for 90 per cent. of said power divided by the power factor.

(g) To take no more power than the amount to be supplied and held in reserve at said date and upon said notices.

(h) To use at all times first class, modern, standard, commercial apparatus and plant to be approved by the Commission.

(i) To exercise all due skill and diligence so as to secure the most perfect operation of the plant and apparatus of the said Commission and said Company.

(j) To take such power exclusively from the Commission during the continuance of this agreement.

3. Unless determined as provided in said contracts this agreement shall remain in force for forty years from the said day , 19 .

4. Said power shall be three phase, alternating, commercially continuous twenty-four hour power every day of the year except as provided in paragraph 6 hereof, and shall be measured by curve-drawing meters, subject to test as to accuracy by either party hereto.

5. The engineers of the Commission, or one or more of them, or any other person or persons appointed for this purpose by the Commission, shall have the right from time to time during the continuance of this agreement to inspect the apparatus, plant and property of the said Corporations and take records at all reasonable times on giving to the Corporations six hours' notice of the intention to make such inspection. The said Corporations shall have a like right, on giving a like notice, to inspect the apparatus, plant and property of the Commission.

6. In case the Commission or the Company shall at any time or times be prevented from delivering said power, or any part thereof, or in case the Corporations shall at any time be prevented from taking said power, or any part thereof, by strike, lock-out, riot, fire, invasion, explosion, act of God or the King's enemies, or any other cause reasonably beyond their control, then the Commission shall not be bound to deliver such power during such time and the Corporations shall not be bound to pay the price of said power at Niagara Falls during such time, but the Corporations shall continue to make all other payments, but as soon as the cause of such interruption is removed the Commission shall without any delay supply said power as aforesaid and the Corporations shall take the same and each of the parties hereto shall be prompt and diligent in removing and overcoming such cause or causes of interruption.

7. If and so often as any interruption shall occur in the service of the Company due to any cause or causes, other than those provided for by the next preceding paragraph hereof, the Commission shall recover and pay to the said Corporations as liquidated and ascertained damages, and not by way of penalty, as follows:—For any interruption less than one hour double the amount payable for power which should have been delivered during the time of such interruption, and for any interruption of one hour or more, the amount payable for the power which should have been delivered during the time of such interruption and twelve times the last mentioned amount in addition thereto, and all moneys payable under this paragraph when the amount thereof is settled between the Commission and the Company may be deducted from any moneys payable by the said Corporations to the Commission, but such right of deduction shall not in any case delay the said monthly payments.

8. The maintenance by the Commission of approximately the agreed voltage at approximately the agreed frequency at  
shall constitute the supply of all power involved  
herein and the fulfilment of all operating obligations hereunder; and that when voltage and frequency are so main-

tained, the amount of the power, its fluctuations, load factor, power factor, distribution as to phases, and all other electric characteristics and qualities are under the sole control of the corporations, their agents, customers, apparatus, appliances and circuits.

9. In case any of the said corporations, or any person, firm or corporation which shall contract with any of said corporations for supply of power furnished to the Commission by the Company, shall suffer damages by the act or neglect of the said Company, and such municipal corporation, person, firm or corporation would, if the Company had made this contract directly with them, have had a right to recover such damages or commence any proceedings or any other remedy, the Commission shall be entitled to commence any such proceeding or bring such action for or on behalf of such municipal corporation, person, firm or corporation, and notwithstanding any acts, decision or rule of law to the contrary, the Commission shall be entitled to all the rights and remedies of such municipal corporation, including the right to recover such damages, but no action shall be brought by the Commission until such municipal corporation, person, firm or corporation shall have agreed with the Commission to pay any costs that may be adjudged to be paid if such proceeding or action is unsuccessful. The rights and remedies of any such municipal corporation, person, firm or corporation, shall not be hereby prejudiced.

10. The Commission shall annually adjust and apportion the amounts payable by municipal corporations for such power and such interest, sinking fund, line loss, and cost of operating, maintaining, repairing, renewing and insuring the line and works.

11. This agreement shall extend to, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. Notwithstanding anything hereinbefore contained this agreement shall not come into operation as against the Commission or be binding upon the Commission until, in addition to any other orders in Council, pursuant to said Act an Order in Council has been passed and approved by the Lieutenant-Governor in Council expressly declaring that this agreement shall from the date of such Order in Council be binding upon the Commission.

In witness whereof.

Column 1	2	3	4	5	6	7
Name of Municipal Corporation.		Quantity of power applied for in H.P.	No. of volts.			
Toronto . . . .	10,000	\$9.40 for power at 12,000 volts until 25,000 H.P. or more, in all, are taken, then \$9.00 for power at 60,000 volts until 25,000 H. P. or more, in all, are taken, then \$10.00. If power taken at higher voltage, price to be fixed by arbitration.	\$18.10	Estimate maximum cost of power ready for distribution in municipality	Estimate proportionate part of cost to construct transmission line for 30,000 H.P.	Estimate proportionate part of line loss and of part cost to operate, maintain, repair, renew and insure transmission line for 30,000 H.P.

8 Edw. VII. c. 2 (Ont.)

An Act respecting Representation of the People  
in the Legislative Assembly.

[Assented to 14th April, 1908.]

**H**IS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Representation Act, 1908*. Short title.

2. In this Act, unless the context otherwise requires:— Interpretation.

(a) ‘electoral district’ means a place entitled to return a member or members to the Legislative Assembly; Electoral district defined.

(b) where counties and territorial districts are referred to they shall, unless otherwise provided in this Act, be deemed Counties. to be such counties and territorial districts respectively as Territorial districts. constituted or defined by Chapter 3 of the Revised Statutes of Ontario, 1897, intituled *An Act respecting the Territorial Division of Ontario for Municipal and Judicial Purposes*, and the Cities, Towns, and Villages herein referred to are those mentioned in the statutes, by-laws or proclamations describing or defining the said Cities, Towns or Villages for Municipal purposes.

(c) The boundaries of electoral districts as set out in Schedules “A” and “B” hereto shall not be affected by any alteration in Municipal boundaries, made after the passing of this Act.

\* \* \* \* \*

4. The several Cities which under this Act are entitled to elect a member or members to represent them respectively in the Legislative Assembly, shall not, for the purpose of representation in the Legislative Assembly, be deemed part of the Electoral Districts within the limits whereof they respectively lie. Cities constituting electoral districts not to form part of constituency in which they lie.

\* \* \* \* \*

Representation : One member for each electoral district except Toronto.

**6.—(1)** The Province of Ontario shall for the purpose of representation in the Legislative Assembly be divided into electoral districts as enumerated and defined in or by Schedules "A" and "B" to this Act, and each of such electoral districts shall return one member to the Legislative Assembly, except the electoral districts of North, South, East and West Toronto.

(2) For each of the electoral districts of the City of Toronto, there shall be two seats in the Assembly, to be designated respectively as seat A and seat B, and each of such districts shall be represented in the Assembly by two members, one to be elected for each seat.

Places not specified.

**7.** Every city, town, village, township or other place lying within the territorial limits of any electoral district not specially included in any other electoral district by Schedule "A" or "B" hereto shall form part of the electoral district in which it is situate.

\* \* \* \* \*

#### SCHEDULE B.

Being divisions of Cities, Counties, and Districts into Electoral Districts.

\* \* \* \* \*

**75. THE ELECTORAL DISTRICT OF EAST TORONTO** to consist of the present Ward No. 1 of the City of Toronto, and that part of the present Ward No. 2 lying south of the centre line of Carlton Street and east of the centre line of Sherbourne Street, and also that part of the City of Toronto known as "Toronto Island."

**76. THE ELECTORAL DISTRICT OF NORTH TORONTO** to consist of all that part of the City of Toronto lying north of the centre line of Carlton Street and College Street, bounded on the east by the centre line of Sumach Street and the said line produced northerly to the north boundary of the City, and on the west by the centre line of Palmerston Avenue.

77. THE ELECTORAL DISTRICT OF SOUTH TORONTO to consist of those parts of the present Wards Nos. 2, 3, 4, and 5 of the City of Toronto lying south of the centre line of Carlton Street and College Street and bounded on the east by the centre line of Sherbourne Street, and on the west by the centre line of Palmerston Avenue and the centre line of Tecumseth Street and said centre line produced southerly to the Bay.

78. THE ELECTORAL DISTRICT OF WEST TORONTO to consist of that part of the City of Toronto lying west of the centre lines of Palmerston Avenue and Tecumseth Street and the centre line of Tecumseth Street produced southerly to the Bay, being that portion of the city not included in the other three electoral divisions.

\* \* \* \* \*

---

**8 Edw. VII. c. 134 (Dom.)**

**An Act respecting the Niagara, St. Catharines and  
Toronto Railway Company.**

[*Assented to 20th July, 1908.*]

WHEREAS the Niagara, St. Catharines and Toronto Preamble.  
Railway Company has by its petition prayed that it 1899, c. 77;  
be enacted as hereinafter set forth, and it is expedient to 1901, c. 76;  
grant the prayer of the said petition: Therefore, His Ma- 1902, c. 83;  
jesty, by and with the advice and consent of the Senate and 1905, c. 132;  
House of Commons of Canada, enacts as follows:— 1906, c. 132.

1. The Niagara, St. Catharines and Toronto Railway Com- Time for con-  
pany may commence the construction of the railways which struction of  
it has heretofore been authorized to construct, and expend railways  
fifteen per cent. of the amount of its capital stock thereon, extended.  
within two years after the passing of this Act, and may com-  
plete the railways which it has heretofore been authorized to  
construct, and put them in operation within five years after  
the passing of this Act; and if the said railways are not  
completed and put in operation, within the said period, the  
powers of construction conferred upon the said company by

Parliament shall cease and be null and void with respect to so much of the said railways as then remains uncompleted.

Operation of street railway in city or town.

**2.** The said company shall not operate its railway as a street railway in any city or town without the consent, expressed by by-law, of the corporation of such city or town. This section shall not, however, be interpreted as impairing any consent already obtained in regard to any portion of the said railway already in operation.

Crossings in municipalities.

**3.** The said company shall not construct or operate its railway along any street or highway, or upon or along any public park, market, square, or other such public place in any municipality without the consent, expressed by by-law, of the said municipality; provided, however, that the portion already constructed shall not be subject to the provisions of this section.

1905, c. 132,  
and 1906,  
c. 132  
amended.

**4.** The following parts of Acts are repealed: Section 1 of chapter 132 of the statutes of 1905; subsection 2 of section 1 and section 4 of chapter 132, of the statutes of 1906.

### 8 Edw. VII. c. 51 (Dom.)

#### An Act to authorize the Sale or other Disposal of certain Ordnance Lands in the Cities of Toronto and Montreal.

[Assented to 20th July, 1908.]

**H**IS MAJESTY, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Orders in Council confirmed.

**1.** The three Orders of the Governor in Council forming the schedule to this Act, that is to say,

(a) an Order in Council, dated the sixteenth day of May, 1904, authorizing the sale to the Corporation of the City of Toronto of certain ordnance property in that city consisting of the whole of the military property lying between and including the Old Fort and the Exhibition Grounds;

are hereby ratified and confirmed, and His Majesty is hereby given full power and authority to sell and dispose of the said ordnance property in the manner and subject to the conditions by the said Orders in Council respectively provided and subject to such further and other conditions as may be imposed by His Majesty and accepted by the Corporation of the City of Toronto and by the City of Montreal, as the case may be.

2. The purchase moneys received from the Corporation of the City of Toronto and the City of Montreal for the said ordnance properties may be used and applied and are hereby appropriated to and for the purposes of the purchase of sites and construction of buildings thereon for Military Schools of Instruction in connection with the Permanent Force in those cities respectively.

#### —

#### SCHEDELE.

*Extract from a Report of the Committee of the Honourable the Privy Council, approved by the Governor-General on the 16th May, 1904.*

On a Report dated 6th May, 1904, from the Minister of Militia and Defence, stating that in October, 1899, the Corporation of the City of Toronto applied for the transfer to the said city of the property known as the Old Fort, in order that the same might be preserved and maintained on account of the association with the early military history of the city.

The Minister further states that the said application was referred to the General Officer Commanding the Militia, who reported that it was inadvisable to part with the property in question without dealing with the transfer of the whole of the Military property lying between and including the Old Fort and the Exhibition Grounds.

The Minister has carried on negotiations with the Corporation of the City of Toronto, with a view to transferring to the city the whole Military property referred to; and after careful inquiry and consideration, the sum of \$200,000 has been agreed upon by the Corporation of the City and the Minister as a fair valuation for the property.

The Minister, having regard to the desire of the Municipal Corporation to be allowed to acquire this property, and believing that the public interests will be served in accepting

therefor the amount stated, or its equivalent, and utilizing the same for the erection of barracks in another part of the city, recommends that a Patent of the lands be issued to the Corporation of the City of Toronto upon the conveyance to the Crown of a piece of land known as the Baby Farm, situated in the Township of York, in the Town of West Toronto Junction, County of York, valued at \$20,000 and the payment by the Corporation of the City of Toronto to the credit of the Minister of the Interior, of the sum of \$180,000, and that for this purpose the said property be transferred to the Department of the Interior, in order that such sale may be carried out.

The Committee submit the same for approval.

JOHN J. McGEE,

*Clerk of the Privy Council.*

The Honourable

The Minister of Militia and Defence.

\* \* \* \* \*

---

### DEER PARK ANNEXATION.

#### THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

[*Saturday, the 11th day of July, 1908.*]

Before

James Leitch, Esq., K.C., Chairman.

A. B. Ingram, Esq., Vice-Chairman, and

H. N. Kittson, Esq., Member.

In the matter of the application of Benjamin Sinclair, and other ratepayers of the portion of the Township of York, known as Deer Park, for an order for the annexation of the same to the City of Toronto.

UPON the application of the said applicants made on the sixth day of July, 1908, and upon reading the resolution of the Council of the Corporation of the City of Toronto, passed on the 22nd day of June, 1908, the petition of the said applicants, the affidavit of Benjamin Sinclair, Ida Williams and Ida Talbot, and upon hearing what was alleged

by counsel on behalf of the applicants, the Corporation of the City of Toronto, and the Corporation of the Township of York, and by Mr. Elias Rogers, on his own behalf, and judgment having been reserved until this day:

The Board orders and proclaims that the lands and premises in the Township of York, mentioned in the said petition, and being described as: Commencing where the centre line of the creek, which flows through Summerhill Park, intersects the present northerly limit of the City; thence south-westerly, north-westerly, westerly, northerly, westerly, northerly and westerly, following the present limits of the City to a point thereon distant one hundred and thirty feet measured westerly from the easterly limit of the Upper Canada College grounds; thence northerly, parallel with the said easterly limit of said grounds, to the production westerly of the most southerly limit of North Toronto; thence easterly along said production, and along said southerly limit of North Toronto to the easterly limit of township lot Number Twenty-one, in the third concession from the Bay; thence southerly along said easterly limit of said lot to the production westerly of the southerly limit of township lot Number nineteen, in the said third concession; thence easterly along said production, and along the southerly limit of said lot nineteen to the centre line of the said creek; thence southerly following said centre line to the place of beginning, be and the same are hereby annexed to the City of Toronto; the said annexation to take effect on the fifteenth day of December, A.D. 1908, upon and subject to the following terms and conditions, namely:—

1. The portion of the said lands east of Yonge Street shall be added to Ward No. 2, and the portion of the said lands west of Yonge Street shall be added to Ward No. 3 of the said City of Toronto.
2. That the taxes and rates imposed for the year 1908, or any prior year, upon any of the lands included in the territory hereby annexed which shall not have been collected before the first day of January, 1909, shall be collected by and belong to the Township of York, and all right to collect the same, including distress for non-payment, or, if necessary, the sale of the said lands, or any of them, shall remain in the said Township as though this order had not been made, and all adjustments between the City of Toronto and the Township of York shall be made as of the first day of January, 1909.
3. The said City of Toronto may, at any time in the year 1909, prior to the passing of a by-law striking the rate of taxation for the said year, assess (subject to the rights of appeal provided by *The Assessment Act*), the lands included

in the territory hereby annexed, and the owners and occupants thereof, for the year 1909, as though the same had been made in the year 1908; and the assessment so made shall be the assessment on which the taxes in the said district for 1909 shall be collected.

4. The Corporation of the City of Toronto shall be liable for the maintenance of the portion of Yonge Street south of the southerly limit of North Toronto.

(Seal)

JAMES LEITCH,  
*Chairman.*

**BALDWIN ANNEXATION (No. 2.)**

**THE ONTARIO RAILWAY AND MUNICIPAL BOARD.**

[*Monday, the 14th day of September, 1908.*]

Before

James Leitch, Esq., K.C., Chairman, and  
A. B. Ingram, Esq., Vice-Chairman.

In the matter of the application of Margaret Fry Baldwin and other ratepayers of the portion of the Township of York known as the southerly part of lot number 23 in the third concession from the Bay in the Township of York, for an order for the annexation of the same to the City of Toronto.

UPON the application of the said applicants made on the fourteenth day of September, 1908, and upon reading the resolution of the Council of the Corporation of the City of Toronto passed on the fourteenth day of July, 1908, the petition of the said appellants and upon hearing the evidence of Lawrence Heyden Baldwin and what was alleged by counsel on behalf of the applicants, the Corporation of the City of Toronto, and the Corporation of the Township of York, the Board orders and proclaims that the lands and premises in the Township of York mentioned in the said petition, and being described as: Commencing at a point one hundred and thirty feet north of the northerly limit of Lonsdale Avenue in the Upper Canada College grounds, and on the limits between lots 22 and 23 in the third concession from the Bay in the said Township of York, and being at an angle

in the present limits of the City of Toronto; thence westerly on a line drawn parallel to Lonsdale Avenue and produced until the same intersects the limits between township lots 23 and 24 in the said third concession from the Bay; thence southerly following the westerly limit of said lot 23 and the same produced to the centre line of St. Clair Avenue, and thence to the angle in the present limits of the City of Toronto on St. Clair Avenue and approximate thereto; thence easterly along St. Clair Avenue following the present limits of the City to a point opposite the western limit of lot 20, on plan 280, E., registered in the Registry Office for the City of Toronto; thence northerly, easterly and northerly following the present limits of the City to the point of commencement; be and the same are hereby annexed to the City of Toronto; the said annexation to take effect on the fifteenth day of December, A.D. 1908, upon and subject to the following terms and conditions, namely:—

1. The said lands shall be added to Ward No. 4.
2. That the taxes and rates imposed for the year 1908, or any prior year, upon any of the lands included in the territory hereby annexed which shall not have been collected before the first day of January, 1909, shall be collected by and belong to the Township of York, and all right to collect the same, including distress for non-payment, or, if necessary, the sale of the said lands, or any of them, shall remain in the said Township as though this order had not been made, and all adjustments between the City of Toronto and the Township of York shall be made as of the first day of January, 1909.
3. The said City of Toronto may, at any time in the year 1909 prior to the passing of a by-law striking the rate of taxation for the said year, assess (subject to the rights of appeal, provided by *The Assessment Act*), the lands included in the territory hereby annexed, and the owners and occupants thereof for the year 1909 as though the same had been made in the year 1908, and the assessment so made shall be the assessment on which the taxes in the said territory for 1909 shall be collected.

(Sgd.) JAMES LEITCH,

(Seal)

*Chairman of the Ontario Railway  
and Municipal Board.*

## EAST TORONTO ANNEXATION.

### THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

[*Tuesday, the 29th day of September, 1908.*]

Before

James Leitch, Esq., K.C., Chairman.  
 A. B. Ingram, Esq., Vice-Chairman, and  
 H. N. Kittson, Esq., Member.

In the matter of the annexation of the Town of East Toronto  
 to the City of Toronto.

**U**PON reading the by-law of the Town of East Toronto,  
 passed on the 28th day of January, 1907, and the  
 resolution passed by the Council of the City of Toronto on  
 the 14th day of July, 1908; upon hearing the evidence of  
 W. H. Clay, Clerk of the said Town, and what was alleged by  
 counsel on behalf of the Corporation of the City of Toronto,  
 and no one appearing and objecting hereto:

The Board orders and proclaims that the Town of East Toronto  
 be and the same is hereby annexed to the City of  
 Toronto, the said annexation to take effect on the 15th day  
 of December, 1908, upon and subject to the following terms  
 and conditions, namely:—

(a) That any sewerage system adopted by the City shall be  
 constructed so as not to injure the property along the lake  
 shore, or any property in Town.

(b) That the local improvement debenture debt for water  
 mains and construction, and the general debenture debt of  
 the Town of East Toronto be assumed by and become part of  
 the general debt of the City of Toronto; otherwise the local  
 improvement system to be dealt with in the same way as in  
 the City of Toronto.

(c) That as soon as practicable after annexation the City  
 shall seek to have the Toronto Street Railway service extended  
 to the northerly part of the Town, as part of the Toronto  
 Railway system, at single fares.

(d) That the City of Toronto establish a sewerage system  
 in the Town of East Toronto when petitioned for.

(e) That the present scavenger system of the Town of  
 East Toronto be continued and extended and otherwise dealt  
 with, as the Medical Health Officer of the City of Toronto  
 considers advisable.

(f) That provisions be made by the City for maintaining the present electric light and water works systems until adequate substitution therefor is made.

(g) That the City take into its employ the present Town officials and employees.

(h) That Ward 1 of the Town of East Toronto shall be made and set aside as a residential district free from factories and hotels.

The said Town when so annexed shall be added to Ward No. 1 of the said City.

The said City of Toronto may, at any time in the year 1909, prior to the passing of a by-law striking the rate of taxation for the said year, assess (subject to the rights of appeal, provided by *The Assessment Act*), the lands included in the territory hereby annexed, and the owners and occupants thereof, for the year 1909, as though the same had been made in the year 1908, and the assessment so made shall be the assessment on which the taxes in the said territory for 1909 shall be collected.

JAMES LEITCH,

(Seal)

*Chairman.*



# INDEX.

	PAGE.
<b>ADELAIDE STREET.</b>	
York County's share for pavement on .....	86
<b>ASHBRIDGE'S BAY.</b>	
Power to raise \$400,000 for improvement of.....	132
Construction of railway siding for industries .....	148
Agreement with railways for operation .....	148
Section 70 of Ontario Railway Act to apply .....	148
<b>AVENUE ROAD DISTRICT.</b>	
Proclamation for annexation validated .....	134
Assessment of property of William Mackenzie.....	134
Proclamation for annexation, dated 3rd March, 1905.....	136
<b>BALDWIN ESTATE.</b>	
Annexation of, No. 1 .....	6
Annexation of, No. 2 .....	266
<b>BAY STREET.</b>	
Tracks upon and across in connection with new station....	216
Foot-bridge at .....	217
<b>BELL TELEPHONE COMPANY.</b>	
<i>Act respecting (1902).</i>	
Company to furnish telephones and service upon application..	46
Governor-in-Council to regulate rates .....	46
Principles of regulation .....	46
Governor-in-Council may order enquiry .....	46
Expense .....	46
Powers of Judge .....	46
Enforcement of orders .....	47
<i>Act respecting (1906).</i>	
Power to increase capital .....	47
Subject to Railway Act .....	47
<b>BOARD OF CONTROL.</b>	
Salaries of .....	41
Nomination of Controllers .....	41
Qualification of Controller .....	42
Powers of Controllers .....	42
Duties of .....	42
Preparing estimates .....	42
Drawing contracts .....	42
Inspecting municipal works .....	43
Nominating officers of corporation .....	43
Suspension or dismissal of officers .....	43
Other duties .....	43
Controlling appointment and duties of subordinate officers..	43
Submission of By-laws, etc. ....	44
Secretary of Board .....	44
Council may impose other duties on Board.....	44
Referring back matters for reconsideration by Board.....	44
Recording votes on action of Board .....	44
School Boards, etc., to send in estimates.....	44
Certain officers not to be nominated by Board.....	44
Exclusive rights of Board .....	44

## BOARD OF EDUCATION.

*Act respecting in certain cities (1903).*

Constitution of Board .....	48
Mode of election .....	48
Term of office of members .....	49
Determining the question of retirement where two members have equal number of votes .....	49
Votes .....	49
Vacancies among elected members .....	49
Appointment by Separate School Board.....	49
Term of office of appointed member.....	49
Members of Separate School Board not eligible .....	49
Vacancy in representation of Separate School Board.....	49
First meeting of Board .....	50
Chairman, Secretary, Treasurer .....	50
Quorum .....	50
Equality of votes in election of Chairman.....	50
Chairman to vote, and tie to negative question.....	50
Representatives of Separate Schools not to vote on Public School matters .....	50
Qualification of members .....	50
Disqualification .....	50
Board to be a corporation .....	50
Appointment of Inspectors .....	51
Division of City into territorial districts.....	51
Special and advanced courses of instruction in High Schools.	51

## BRITISH ASSOCIATION.

Appropriation for meeting of in 1897 .....	69
--------------------------------------------	----

## BRITISH MEDICAL ASSOCIATION.

Grant of \$2,500 to in 1906 .....	148
-----------------------------------	-----

## CANADIAN PACIFIC RAILWAY COMPANY.

Right to have certain By-laws declared invalid not affected. ....	67
Agreement as to York Street Bridge validated.....	70

## CITY BUILDINGS, NEW.

Power to issue debentures to amount of \$200,000 to complete ....	69
Debentures for cost of completion and furnishing to amount.... of \$220,000 .....	87

## CITY DEBT.

Rate of interest on Queen Street subway debentures.....	67
Statutes confirming debenture By-laws.....	68, 70, 74, 86,
90, 92, 102, 104, 111, 122, 133, 149, 152, 157	
Rate of interest on debentures changed .....	67
Amendments of certain By-laws by changing rate of interest on debentures .....	85
By-law for purchasing fuel for charitable institutions and citizens confirmed .....	108
Authority to issue debentures to the extent of one mill on the dollar for five years for parks.....	109
Power to issue debentures to amount of \$191,500 for various purposes, 1904 .....	122
Power to issue debentures to amount of \$110,500 for various purposes, 1905 .....	136
Power to issue debentures to amount of \$220,500 for various purposes in 1906 .....	149
Power to issue debentures to amount of \$463,500 for various purposes in 1907 .....	152

## CITY LIMITS, EXTENSION OF.

Annexation of Summerhill Avenue lands .....	1
Annexation of North Rosedale .....	4
Annexation of Baldwin Estate, No. 1.....	6
Proclamation as to Avenue Road district validated.....	131

CITY LIMITS, EXTENSION OF.— <i>Continued.</i>	
Annexation of Deer Park .....	264
Annexation of Baldwin Estate No. 2.....	266
Annexation of East Toronto .....	268
CONBOY, D., & COMPANY.	
Power to fix assessment at \$25,000 for ten years.....	147
CONSUMERS' GAS COMPANY.	
<i>Act to further extend powers (1904).</i>	
Increase of capital stock .....	52
Stock may be issued in parcels .....	52
Notice of meetings .....	52
Stock to be sold by public auction .....	53
Application of surplus over par value .....	53
Payments on new stock .....	53
Act to be read with Company's Act of 1887 .....	53
Aid to J. T. Johnston in action against.....	69
City authorized to purchase stock in .....	123
Mayor to be ex-officio director if City holds \$10,000 of stock.....	123
Power to purchase shares not to be subject to limitation of borrowing powers .....	124
COUNCIL.	
Of whom to consist .....	41
Election of Controllers .....	41
Nomination of Controllers .....	41
Remuneration of Aldermen .....	45
CROWN ATTORNEY.	
City to provide proper offices, etc., for .....	45
DEER PARK.	
Annexation of .....	264
DERBY STREET.	
Declared to be a public highway .....	218
DON IMPROVEMENT.	
Certificate of Engineer as to completion dispensed with.....	75
Power to straighten Don River from G. T. R. bridge southerly	131
Expropriation of land .....	131
Payment for land .....	131
Power to issue debentures to amount of \$400,000.....	132
Income from lands, how to be applied.....	132
Amendment of Act of 1886 as to Don improvement roadways.	147
Act of 1886 amended as to certain lands.....	153
DUFFERIN STREET.	
Power to close and use lands west of for exhibition purposes	151
DUNDAS STREET.	
Power to remit portion of special rate for sewer on.....	158
EAST TORONTO.	
<i>Act respecting (1908).</i>	
Purchase of local improvement debentures with moneys raised for loan to Globe Furniture Company.....	230
By-law No. 214 confirmed .....	230
Text of By-law No. 214 for borrowing \$10,000 for Water Works purposes .....	230
Annexation of .....	268
ELECTIONS.	
Electoral districts for Legislative Assembly defined.....	259
Representation of Toronto .....	260

## ELECTRICAL POWER.

*Act to validate by-laws and contracts of municipalities (1908).*

By-laws of municipalities authorizing contracts with Hydro-Electric Power Commission confirmed .....	234
By-laws for distribution plant confirmed .....	234
Contract between Commission and Ontario Power Company confirmed .....	235
Form of contract with municipalities approved.....	235
Agreement dated 19th March, 1908, between Power Commission and Ontario Power Company .....	235
Agreement dated 12th August, 1907, between the Power Commission and Ontario Power Company .....	245
Form of contract between Power Commission and municipalities .....	253

## ELLIS, J. E., COMPANY, LIMITED.

Authority for paying account of in 1899.....	100
----------------------------------------------	-----

## ERIN STREET.

Declared to be a public highway .....	218
---------------------------------------	-----

## ESPLANADE.

Power to sell water lot at south-west corner of Esplanade and Frederick Street .....	152
--------------------------------------------------------------------------------------	-----

## ESPLANADE STREET.

Tracks upon and across in connection with new station....	216
-----------------------------------------------------------	-----

## FERRIES.

By-laws for licensing, etc.....	67
---------------------------------	----

*Act respecting Toronto Chain Ferry (1899).*

City authorized to operate chain ferry between mainland and Island .....	90
--------------------------------------------------------------------------	----

## FIREMEN'S RELIEF FUND.

Trust deed as to validated .....	108
Payment towards by City of \$25,000.....	108
Trust deed dated 8th August, 1902.....	112
City Treasurer added to Board .....	152

## FIREMEN'S SUPERANNUATION AND BENEFIT FUND.

Annual grant to for forty years.....	153
--------------------------------------	-----

## GARRISON COMMONS.

City empowered to purchase from Government.....	111
Power to use Park funds for improvement of water lots in front of .....	151
Order-in-Council authorizing sale to City ratified.....	262
Application of purchase moncys.....	262
Order-in-Council, 16th May, 1904, authorizing sale.....	263

## GLADSTONE AVENUE.

Confirmation of By-law as to extension .....	68
By-laws for cost of extension .....	73

## GRAND TRUNK RAILWAY COMPANY.

Agreement with as to additional lands for station, etc., validated .....	135
City authorized to expropriate lands for lane.....	135
Agreement as to additional lands for station, etc., dated 22nd April, 1905 .....	140

## HAMILTON RADIAL ELECTRIC RAILWAY COMPANY.

*Act respecting (1908).*

Meaning of word "company.".....	225
Powers confirmed .....	225
Lines of railway authorized .....	225

PAGE.

HAMILTON RADIAL ELECTRIC RAILWAY COMPANY—*Continued.*

Consent of municipalities to extensions .....	225
Extension to Toronto .....	225
Crossings in Toronto .....	226
Stopping places in Toronto .....	226
Branch lines .....	226
Taking of lands .....	228
Securities on bridges and terminals .....	228
Saving as to agreements with municipalities.....	228
Trees not to be cut .....	228
Agreements with other companies .....	229
Saving as to municipal electric plant.....	229

## HOSPITALS.

Statute of 1893 as to Isolation Hospital amended.....	89
Site for Smallpox Hospital confirmed .....	92
Grant of \$50,000 to Toronto Hospital for Incurables.....	156
Grant to Toronto Free Hospital for Consumptives and Muskoka Free Hospital for Consumptives.....	156
Grant to St. Michael's, Grace and Western Hospitals.....	156
Use of portion of Riverdale Park for hospital for minor contagious diseases .....	157
Agreement with Toronto Hospital for Incurables, dated 28th October, 1907 .....	158

*Act respecting the Toronto General Hospital (1906).*

Meaning of certain words .....	189
Election and appointment of trustees .....	190
Powers of trustees .....	192
Taking and holding lands .....	193
Exemption of buildings and grounds from taxation.....	193
Limitation of actions .....	193
Power to dispose of present site and other lands.....	193
Power to take lands for hospital .....	194
Application of provisions of Municipal Act .....	194
Closing of certain streets .....	194
Registration of By-laws .....	195
Borrowing powers of trustees .....	195
Powers of trustees as to suing for property .....	195
Powers as to investments .....	195
Erection of new buildings .....	196
Execution of documents by corporation .....	196
By-laws .....	197
Who to be deemed a benefactor .....	197
Who to be deemed annual subscriber.....	197
Right of medical students to attend hospital.....	197
Right of paying patients to attendance of their own physician .....	198
Patients sent from City of Toronto .....	198
Hospital staff .....	198
Statements to Government .....	198
Present corporation continued .....	199
City authorized to grant \$200,000 for Provincial Hospital.....	221

## INDUSTRIAL EXHIBITION ASSOCIATION OF TORONTO.

*Act to amend Act of Incorporation (1905).*

Members of Association .....	54
Directors .....	56
Entertainments .....	57
Power to use certain lands west of Dufferin Street for purposes of .....	151
Power to raise \$200,000 for rebuilding buildings destroyed by fire	151
Act of incorporation amended as to appointment of Directors by City Council .....	157

	PAGE.
<b>ISLAND.</b>	
Agreement with Toronto Railway Co. as to street car service on .....	74, 76
Power to City to sell electric energy or light on.....	133
Power to issue debentures for \$40,000 for same.....	133
<b>ISOLATION HOSPITAL.</b>	
Statute of 1893 as to amended.....	89
Site for Smallpox Hospital confirmed .....	92
Use of portion of Riverdale Park for minor contagious diseases .....	157
<b>JACKSON, M. B.</b>	
Taxation of lands of .....	5
<b>LAND SECURITY COMPANY.</b>	
Rights of under agreement not affected by statute.....	68
<b>LEVER BROS., LIMITED.</b>	
Agreement with confirmed. ....	91
Assessment of .....	92
Text of agreement dated 29th June, 1899 .....	93
<b>LORNE STREET.</b>	
Tracks upon and across in connection with new station....	216
<b>MARKETS.</b>	
Debentures to amount of \$50,000 to complete St. Lawrence Market .....	101
Debentures for improving Cattle Market to amount of \$50,000 in 1902 .....	103
Debentures for Cattle Market improvements, 1904.....	122
Power to raise \$50,000 for completion of St. Lawrence Market	149
Power to raise \$45,000 for Cattle Market improvements....	149
<b>MERRITT, WILLIAM HAMILTON.</b>	
Taxes upon lands assessed to, on south side Bloor Street, 104, 111	
<b>METROPOLITAN STREET RAILWAY COMPANY.</b>	
<i>Act respecting (1895).</i>	
Transportation of milk on Lord's Day.....	57
<i>Act respecting (1897).</i>	
Name of company changed .....	59
Carrying railway along streets and highways.....	59
Motive power .....	59
Supplying electric power .....	59
Proviso as to extension of City of Toronto.....	60
Agreements with other companies .....	60
Running arrangements with other railways, etc.....	60
Authority to enter into agreement with Toronto Suburban Street Railway Company, Limited .....	60
Crossing other railways .....	61
Application of Electric Railway Act, 1895, to extension outside of York County .....	61
Act not to confer rights to operate by electricity or cable in Toronto .....	62
<i>Act respecting (1900).</i>	
Agreements with other Electric Railway Companies.....	62
Time for commencement and completion of extensions.....	63
<i>Act respecting (1901).</i>	
Power to acquire Schomberg and Aurora Railway.....	63
Rights of creditors preserved .....	64
Agreements as to acquiring the property of other companies.	64
Bonds, etc., of, may be invested in by Toronto Railway Co.....	66
May be acquired by the Toronto and York Radial Railway Co..	186
Time for completion and operation of .....	189

## MUNICIPAL ARBITRATIONS.

*Act respecting (1895), R. S. O. (1897), Chapter 227.*

Appointment of Official Arbitrator .....	174
Powers .....	175
Commencement of proceedings under Act.....	175
When Arbitrator to state reasons in writing.....	175
Filing award or report .....	175
Fees to be paid before award made public .....	176
Appeal to Court of Appeal .....	176
Transferring Actions to Arbitrator .....	176
Taxation of costs .....	176
Fees of Official Arbitrator .....	176
Appointment of Assessor .....	177
Rules to be made by Supreme Court .....	178
Application of Act .....	178

## NIAGARA, ST. CATHARINES AND TORONTO RAILWAY CO.

*Act respecting (1908).*

Time for construction of railways extended .....	261
Operation of street railway in city or town.....	262
Crossings in municipalities .....	262

## OSGOODE STREET.

Agreement with Dominion Government respecting validated. 159	
Agreement dated 26th March, 1896, as to.....	160

## OTTAWA CITY.

Aid to .....	93
--------------	----

## PARKS.

Authority to set apart lands purchased at tax sales for.....	109
Authority to issue debentures to the extent of one mill on the dollar for five years for .....	109
Mode of payment for .....	109
Queen's Park to form part of City .....	221

## POLICE MAGISTRATES.

Appointment and salaries of .....	57
Not to act as director of company or to practice law.....	57

## ROSEDALE, NORTH.

Annexation of .....	4
---------------------	---

## ROSEDALE VALLEY ROAD.

Debentures to pay proportion of cost of opening.....	87
By-law as to assessment for confirmed.....	88

## ROYAL GRENADIERS.

Authority for paying account for Band of, in 1897.....	100
--------------------------------------------------------	-----

## SCHOOLS.

Debentures for erection of new Technical School, 1899.....	88
------------------------------------------------------------	----

## SEA WALL.

Power to employ Park Funds for construction of between Bathurst Street and Dufferin Street .....	151
-----------------------------------------------------------------------------------------------------	-----

## SOUTH AFRICAN MEMORIAL ASSOCIATION.

Grant of \$5,000 to .....	133
---------------------------	-----

## SOUTH AFRICAN WAR.

Validating money spent in receiving contingent, etc.....	102
----------------------------------------------------------	-----

## STATION STREET.

Agreement with G. T. R. as to paving of confirmed.....	89
Tracks upon and across in connection with new station....	216

	PAGE.
<b>SUMMERHILL AVENUE LANDS.</b>	
Annexation of .....	1
South-westerly boundary of City defined .....	2
<b>TAX SALES.</b>	
Sales up to and including that held in 1902 validated.....	110
Act of 1903 amended .....	148
Sales made in 1903 and 1904 validated .....	149
Sales prior to 31st of December, 1904, validated.....	153
<b>TORONTO AND HAMILTON RAILWAY COMPANY.</b>	
<i>Act to incorporate (1903).</i>	
Line of railway .....	161
Agreements with other companies .....	162
Rights of municipalities .....	163
Acquired lines to continue under Provincial Ry. Act .....	163
Authority as to constructing railway on highways.....	163
Telegraph and telephone line.....	163
Railway Act to apply .....	164
<i>Act respecting and to change name (1906).</i>	
Name changed .....	164
Agreements with other companies .....	165
Time for construction limited .....	165
<b>TORONTO HOTEL COMPANY.</b>	
Power to fix assessment of .....	90
Agreement with confirmed .....	92
Text of agreement dated 19th July, 1899.....	98
<b>TORONTO AND HUDSON BAY RAILWAY COMPANY.</b>	
<i>Act of incorporation (1898)</i> .....	165
<b>TORONTO LACROSSE AND ATHLETIC ASSOCIATION, LIMITED.</b>	
Taxation of lands of .....	5
<b>TORONTO AND MIMICO ELECTRIC RAILWAY AND LIGHT COMPANY, LIMITED.</b>	
Bonds, etc., of, may be invested in by Toronto Railway Co..	66
<i>Act respecting (1903).</i>	
Name changed .....	172
Power to connect with other Companies .....	172
Carrying freight .....	173
Changing gauge .....	173
Rates for perishable goods .....	173
No exclusive franchise for transmission of electrical energy	173
No increase in present fares.....	173
Deviation from right of way in City of Toronto .....	174
Application to City of Toronto .....	174
Time limited by any Agreement not extended .....	174
May be acquired by the Toronto and York Radial Railway Co..	186
Time for completion and operation of .....	189
<b>TORONTO AND NIAGARA POWER COMPANY.</b>	
<i>Act of incorporation (1902).</i>	
Motive power .....	179
Company may acquire water and steam power .....	180
Company may supply power .....	180
Powers of expropriation .....	180
Works for conveying power .....	181
Stock in .....	181
Stock in other Companies .....	181
Telephone and telegraph line .....	182
Company may make surveys .....	182
Sections of Railway Act to apply .....	182

## TORONTO RAILWAY COMPANY.

Connections and running arrangements with Toronto and Scarborough E. R. L. & P. Co. ....	10
<i>Act respecting (1907).</i>	
May form reserve fund .....	65
May invest in stocks, etc., of other Companies .....	65
May guarantee bonds, etc., of other Companies.....	65
Powers to be exercised by Board of Directors.....	65
Penalty for default in service .....	65
Rights of City at termination of franchise not affected.....	66
May contract with City for haulage of scavengers' material .....	66
Agreement as to Island service validated .....	74
Sunday Car Agreement confirmed .....	75
Text of Agreement, dated 26th March, 1897 .....	76
Text of Sunday Car Agreement, dated 1897 .....	79
Power of Court to enforce Agreements .....	100
Right to enforce specific performance of Agreement with.....	101
Construction of Agreement with .....	155
Agreement with Toronto and Scarboro' Railway as to tickets..	184

## TORONTO AND SCARBORO' ELECTRIC RAILWAY, LIGHT AND POWER COMPANY, LIMITED.

*Act respecting Company (1893).*

By-laws and Agreements confirmed .....	8
Power to extend time for beginning or completing work.....	8
Acquiring land for Parks .....	9
Acquiring land for Stations, Gravel Pits, etc. ....	9
Telegraph and Telephone Lines .....	10
Agreements with other Companies as to Rolling Stock.....	10
Agreement with Electric Light Companies .....	10
Connections and running arrangements with Toronto Rail-	
way Company .....	10
Agreement with County, dated 16th November, 1892.....	11
Agreement with Township of York, dated 6th February, 1893	19
Agreement with Village of East Toronto, dated 16th November,	
1892 .....	26
Agreement with Township of Scarboro,, dated 16th Novemb-	
er 1892 .....	33
Bonds, etc., of, may be invested in by Toronto Railway Co....	66

*Act to amend (1898).*

Location of line on Queen Street .....	183
Powers of Company not to be exercised until Agreement	
entered into as to tickets .....	184
Hours at which cars to run .....	184
Transfers to and from Queen Street line .....	185
May be acquired by Toronto and York Radial Railway Co. ....	186
Time for completion and operation of .....	189

## TORONTO SUBURBAN STREET RAILWAY COMPANY, LIMITED.

May be acquired by the Toronto and York Radial Railway	
Co. ....	186

## TORONTO TERMINALS RAILWAY COMPANY.

*Act to Incorporate (1906).*

Incorporation .....	199
Head Office .....	200
Powers of Company .....	200
Maintaining Union Passenger Station .....	200
G. T. R. may convey Union Station property to Company..	201
C. P. R. may convey lands to Company .....	201
Company to have powers of G. T. R. under Order of Board	
of 23rd February, 1905 .....	202
Company to be subject to terms of said Order .....	202
Agreements with other Companies .....	202

	PAGE.
<b>TORONTO TERMINALS RAILWAY COMPANY.—<i>Continued.</i></b>	
Issue of securities .....	203
Railway Companies may acquire stock in .....	203
By-laws for management of Station .....	203
Time for construction limited .....	203
Order of Board of Railway Commissioners dated 23rd February, 1905 .....	204
<b>TORONTO AND YORK RADIAL RAILWAY COMPANY.</b>	
Bonds, etc., of, may be invested in by Toronto Railway Co. ....	66
<i>Act to incorporate (1898).</i>	
Acquiring franchises of other Companies .....	186
Act not to enlarge powers of Companies acquired .....	187
Not to dispose of electricity in Toronto .....	187
<i>Act respecting (1906).</i>	
Authorized to lay out, construct and operate certain railways .....	188
Agreements with City of Toronto and others not to be affected .....	188
Power to purchase, etc., land for market or park purposes..	189
Time for completion and operation of railways .....	189
<b>TRINITY CHURCH.</b>	
<i>Act respecting (1906).</i>	
Trusts upon which lands held .....	218
Southerly boundary of certain lands .....	218
Certain roadways declared to be public highways .....	218
Corporation empowered to take over certain funds in hands of City .....	220
Reference to Act to be marked by Registrar on certain plans	220
<b>UNION STATION.</b>	
Agreement with Grand Trunk as to lands required for .....	140
Power to raise \$30,000 for widening of Front Street between Bay Street and Customs House .....	149
<i>Order of Board of Railway Commissioners, 23rd February, 1905.</i>	
G. T. R. allowed to expropriate lands for .....	204
Description of lands .....	205
Lands to be used for passenger station purposes only .....	214
Station to be used by all steam railways .....	215
Amount to be spent on buildings for .....	215
Time of commencement and completion of .....	215
Plans of .....	215
Provision for James Bay Railway Company .....	215
Ascertaining compensation for lands .....	216
Placing tracks upon certain streets .....	216
Acquiring portions of streets to be closed .....	216
Foot bridge at Bay Street .....	217
Removal of debris .....	217
No delay in closing or work .....	217
Terms as to closing or acquisition of Station Street reserved	217
<b>UNIVERSITY OF TORONTO.</b>	
City authorized to grant aid to .....	45
Agreement as to local improvements on Duncan Street confirmed .....	109
Agreement as to Duncan Street, dated 5th May, 1902 .....	116
City authorized to grant \$200,000 for purchasing site for Hospital .....	221
Queen's Park to form part of the City .....	221
Lands adjacent to Park subject to police regulations of City	221
<i>Act respecting (1906).</i>	
Application of Statute of Limitations as to property.....	221
Former dedication not to affect status of lands as Crown lands	222

	PAGE.
<b>UNIVERSITY OF TORONTO—<i>Continued.</i></b>	
Lands vested in Board not liable to expropriation .....	222
Exemption of property from taxation .....	222
Interest of certain Lessees exempt .....	222
Lands occupied by federated University exempt .....	223
<i>An Act respecting Agreement between the University of Toronto and the Corporation of the City of Toronto (1907).</i>	
Settlement of disputes between City and University .....	223
<b>VICTORIA STREET.</b>	
Opening of, between King and Colborne Streets .....	92
<b>WATER WORKS.</b>	
Debentures for cost of water mains in 1890 .....	87
Debentures for water mains in 1902 .....	.....
Debentures for \$50,000 for new house services authorized, 1904 .....	122
Act of 1872 amended .....	123
<b>WINDMILL LINE AGREEMENT.</b>	
Validated .....	120
Act not to apply to section 5 (f) .....	121
Nor to location of Lake Street .....	121
Patent referred to is that of 18th December, 1893 .....	121
Text of Agreement .....	124
<b>WOODBINE AVENUE.</b>	
Power to grant \$11,000 for construction of sewerage system east of .....	122
<b>YORK COUNTY.</b>	
Share for pavement on Adelaide Street .....	86
Agreement with validated .....	103
Agreement with City as to share of cost of administration of justice dated 11th February, 1892.....	104
<b>YORK STREET.</b>	
Tracks upon and across in connection with new Station....	216
<b>YORK STREET BRIDGE.</b>	
Agreement with C. P. R. respecting .....	71













Made In Italy

05-14 STD



8 032919 991409

[www.colbrisystem.com](http://www.colbrisystem.com)

UNIVERSITY OF ILLINOIS-URBANA



3 0112 107162445